



**Interlocal Agreement  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.:** 4  
**AGENDA DATE:** Thu 12/02/2004  
**PAGE:** 1 of 2

**SUBJECT:** Approve an Interlocal Cooperation Agreement with TRAVIS COUNTY for the provision by the City of ground emergency medical services in Travis County outside the City of Austin's corporate limits.

**AMOUNT & SOURCE OF FUNDING:** Funding the amount of \$8,265,789 is available in the Fiscal Year 2004-2005 Approved Operating Budget of the EMS General Fund. Funding for extension options is contingent upon available funding in future budgets.

**FISCAL NOTE:** There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING** Emergency Medical  
**DEPARTMENT:** Services

**DIRECTOR'S  
AUTHORIZATION:** Richard Herrington

**FOR MORE INFORMATION CONTACT:** Heather Cooke, Principal Planner, 972-7086

**PRIOR COUNCIL ACTION:** The Fiscal Year 2001-2002 Interlocal Agreement with Travis County for Emergency Medical Services and Helicopter Services was approved on January 17, 2002. Amendment One to this Interlocal was approved on July 17, 2003. Amendment Two was approved on November 6, 2003.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**MBE / WBE:** N/A

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Since October 1, 2002, the EMS Department has been providing emergency medical services and STAR Flight services to Travis County through a holdover clause in the Fiscal Year 2001-2002 Interlocal Agreement. Subsequent amendments allowed the City of Austin ("City") to charge the County a flat monthly rate that corresponded to charges budgeted for Fiscal Year 2002-2003 and Fiscal Year 2003-2004.

The proposed Interlocal Agreement ("Agreement") reflects a substantial redrafting of the FY 2001-2002 agreement. Two agreements with the County are now proposed, one for STAR Flight services and one for ground emergency medical services. The Interlocal Agreement for STAR Flight services is a related Council item for this agenda.

This agreement does not change the overall management or service delivery model that is currently in place for ground EMS services. The City of Austin will continue to provide emergency medical services throughout Travis County through City EMS employees. The City's Medical Director will continue to serve as the medical director for certified first responders outside the City limits. The County will provide ambulances for County stations and either small cities or Travis County Emergency Service Districts will provide the County station facilities.



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The most significant change in the Interlocal Agreement for ground emergency services is a revised financial formula. The EMS Operating Budget, approved by Council and Commissioners Court for FY 2004-2005, incorporates the calculations from this new formula. Under the new formula, Travis County will receive revenue for all ground patients treated in Travis County, outside the Austin city limits. Travis County will be funding approximately 28% of the total operating costs of all EMS ground services for FY 2004-2005, including administrative and management costs budgeted within the EMS General Fund. This multiplier is based primarily on the number of stations located within Travis County, outside the Austin city limits. Previously all operating costs attributable to Travis County EMS units and services were budgeted in the EMS Travis County Reimbursed Fund which included very little management and administrative costs. The County also has not received any revenue in the past from ground patients.

Travis County will continue to pay the City a flat monthly fee for EMS services, based on the budget approved by Council for each term of the Agreement. An end of term true-up provision is also included that mirrors the formula used for deriving the flat monthly fee. The initial term of this Agreement is for one year, beginning on October 1, 2004 and ending on September 30, 2005. The parties may extend the Agreement for up to three renewal periods of one year each, concurrent with each subsequent fiscal year and contingent upon approved funding in future budgets.

Performance measures have been expanded to include annual reports of EMS performance in small cities and in ESD's, as well as the performance of County 911 call takers. The City's new Computer Aided Dispatch system will facilitate data reporting at this level.

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF AUSTIN and TRAVIS COUNTY for**  
**EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement is between the following parties: **City of Austin**, a Texas home rule municipality ("City") and **Travis County** ("County") and shall be effective on October 1, 2004 ("Agreement"). It establishes the obligations of both parties in the use and cooperative delivery of EMS services within the Suburban County.

**1. Purpose and Scope.**

1.1 Purpose. The existing Emergency Medical Services System provides exemplary services throughout the geographic area of Travis County outside the City of Austin. The First Response Services for this Emergency Medical Services System in Suburban County are provided through the staff and volunteers including but not limited to those working under the aegis of the Emergency Services Districts, the Lower Colorado River Authority, and the Travis County Parks Department. The purpose of this Agreement is to provide emergency medical rescue services and transport medical services to Suburban County through the use of City staff, City-owned equipment, County-provided ambulances and EMS stations, and County-provided equipment. The parties commit to continuing to provide these services. The parties also seek to continue to consider improvements to EMS service delivery to save lives and maximize the benefits to those persons who need emergency medical services in Travis County outside the City of Austin.

1.2 City Scope of Services. Under this Agreement, the City shall manage the operations of the Austin-Travis County EMS System. The City shall provide EMS ground transport services for all of Suburban County, with medical supervision by the Medical Director, and management and administration by the EMS Director.

1.3 Definitions. The definitions in Section 14 are controlling in this Agreement. In the absence of any definition, the ordinary dictionary meanings of all words apply.

**2. EMS Advisory Board.** City and County shall create and maintain an EMS Advisory Board with a membership that includes representation from the County, the City and each type of organization and entity that participates in the provision of emergency medical services in Travis County. The membership shall be cooperatively selected by the Commissioners Court and the City Council. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities of which it consists. The EMS Advisory Board shall review the use of the EMS System and review the placement of EMS Stations in the system so that these stations are located in the most advantageous place to provide EMS efficiently throughout the entire ATCEMS service area. The EMS Advisory Board shall consider and make recommendations about the most appropriate delivery of emergency medical services throughout Travis County

**3. Travis County First Responders.** The City and County agree that consistent with all Texas Department of State Health Services ("TDSHS") requirements, all Travis County First Responder Organizations who wish to provide first response services within the Suburban

County must have a current First Responder Organization Agreement on file with TDSHS under a standard Travis County First Responder Agreement. The City shall renew these agreements with all Travis County First Responder Organizations who wish to continue to participate in the EMS System, provided that the First Responder Organization is in compliance with applicable TDSHS laws and with the Austin-Travis County EMS Clinical Operation Guidelines. As used in this Agreement, the term "Travis County First Responder" means an organization that has a First Responder Agreement in effect. A sample copy of the First Responder Agreement that is in effect at the time of execution of this Agreement is included in Exhibit I.

**4. Duties and Performance by the City.** The City shall provide the following activities and services:

**4.1 Emergency Medical Services.**

**4.1.1 EMS Dispatch and Travis County First Responder Notification.**

Dispatch the nearest available and appropriate EMS Unit in response to every emergency call for service originating in Suburban County, in accordance with the response time provisions set forth in Exhibit E. Upon dispatch of any EMS Unit into Suburban County, notify the nearest appropriate first responder agency communication center or designated contract communication center, in accordance with currently approved Medical Priority Dispatch protocols, as well as the response time provisions set forth in Exhibit E.

**4.1.2 Dispatch Monitoring.** Coordinate via the radio talk groups with qualified on scene personnel to monitor and modify the dispatched responders based on needs at the scene.

**4.1.3 Medical Supervision/Compliance.** Provide supervision of the medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by EMS to assure compliance with the Texas Health and Safety Code, applicable TDSHS regulations, and Chapter 197 of the Rules of the Texas State Board of Medical Examiners.

**4.1.4 National Incident Management System (NIMS).** Coordinate joint responses with Emergency Service Districts in Suburban County and other public safety organizations to establish on-scene incident management, in accordance with the current Austin-Travis County Multi-Agency Incident Management System Operations Plan that utilizes the National Incident Management System (NIMS) Guidelines. The Austin-Travis County Multi-Agency Incident Management System Operations Plan is attached as Exhibit C.

**4.1.5 EMS.** Provide Emergency Medical Services in accordance with recognized standards to access, triage, treat, evacuate, and transport patients, in the most timely manner possible.

**4.1.6 Rescue.** In accordance with the standards in Subsection 4.1.4, provide rescue in accordance with nationally recognized standards to access, triage, treat, evacuate, and transport patients, in the most timely manner possible.

**4.1.7 Patient Transport.** Transport patients in accordance with the comprehensive transport guidelines of the Austin-Travis County EMS System, as outlined in the Austin-Travis County EMS Clinical Operating Guidelines (COG's).

- 4.2 EMS Presence in Suburban County. Staff one ambulance at each location listed in Exhibit A, on a 24/7 basis, with the same level of personnel and the type of equipment that are specified by the Medical Director in the Austin-Travis County EMS Clinical Operating Guidelines, for ambulances within City.
- 4.3 System Medical Oversight.
- 4.3.1 EMS Medical Director. Provide the services of an EMS Medical Director who shall perform all medical director functions and oversight responsibilities required by law, including the following:
- 4.3.1.1 Provide medical oversight for all out-of-hospital emergency medical care, in compliance with the rules and regulations of the TDSHS and the Texas State Board of Medical Examiners.
  - 4.3.1.2 Provide medical oversight for the Travis County First Responders providing emergency medical services.
  - 4.3.1.3 In addition to the annual report detailed in Exhibit E, provide appropriate clinical reports, presentations, and analyses to County Commissioners Court and staff when requested.
  - 4.3.1.4 Develop and enforce criteria for system-wide credentials related to care and condition of patients at each level of care for the following categories of personnel:
    - 4.3.1.4.1 Automated External Defibrillator (AED) Operators
    - 4.3.1.4.2 Emergency Care Attendant (ECA)
    - 4.3.1.4.3 Emergency Medical Technician Basic (EMT-B)
    - 4.3.1.4.4 Emergency Medical Technician Intermediate (EMT-I)
    - 4.3.1.4.5 Emergency Medical Technician Paramedic (EMT-P)
    - 4.3.1.4.6 Emergency Medical Dispatch (EMD)
  - 4.3.1.5 Establish a review process for evaluating the appropriateness of patient care in the system in both rescue and non-rescue circumstances.
  - 4.3.1.6 Provide an annual report or presentation and analysis to Commissioners Court that describes the clinical state of the EMS system, current challenges to be met, impact on mortality rate of persons served, recommendations for changes or improvements, and any other relevant information.
- 4.3.2 Medical Director Hiring and Evaluation.
- 4.3.2.1 EMS System Medical Director Hiring. If it is necessary to hire an EMS Medical Director, the County Judge and the City Manager or their designees shall establish a search team to implement an appropriate search process which shall submit recommendations to the City Manager. Under the City Charter the City Manager has the authority to hire and fire City personnel. The City Manager may hire or designate an Interim Medical Director while the search to hire a Medical Director is being completed.
  - 4.3.2.2 EMS System Medical Director Evaluation. Evaluate EMS Medical Director annually and establish performance standards for the EMS Medical Director. Before any formal evaluation of the EMS Medical

Director, City shall request information and comments from the County EMS Manager about the performance to date in Suburban County, including but not limited to those duties listed in 4.3.1 and performance standards related to this Agreement in Suburban County.

- 4.4 Supplies and Equipment Supply County-provided ambulances and stations in Suburban County with the same operating supplies, communications equipment and medical equipment and maintenance as provided to City ambulances and stations, and other services as necessary and as allowed for in the budget. Purchases of capital equipment shall be reviewed annually and funded as needed through the annual budget negotiations between the City and County, and as approved by the Commissioners Court and City Council in their budgets for the relevant fiscal year.
- 4.5 Fleet Maintenance. Maintain all County-provided vehicles used in the EMS System at least in compliance with the manufacturer's recommendations and at least to the same standards as the City owned vehicles used in the EMS System; county-provided vehicles to be maintained by City include those shown in Exhibit B and those procured by County subsequent to the execution of this Agreement for use in the EMS system. County-owned vehicles listed in Exhibit B shall be maintained by the City unless the County provides the maintenance.
- 4.6 Travis County First Responder Liaison. Provide an identified staff person to act as liaison with Travis County First Responder organizations and public safety and law enforcement agencies to coordinate classroom and field training experiences for Travis County First Responders, develop and maintain a Travis County First Responder database, and provide the following services to the extent they are funded in the approved budget: support and coordination countywide in the areas of credentialing, certifications, clinical reviews, first responder defibrillation program facilitation and data collection, , and other programs as agreed upon by the parties.
- 4.7 Services to Travis County First Responders. To the extent possible within the budgeted amount as set annually by the Commissioners Court, City shall cooperate to improve the quality of the whole EMS System by contributing to the following Travis County First Responder services and activities:
- 4.7.1 Offering continuing education and training opportunities as City resources permit, including in service training programs, from those listed in Exhibit G. Additional courses not on Exhibit G may be added after consultation between the EMS Director and the County EMS Manager. The parties agree that the City has the right to recoup costs from County of training scheduled but not attended. The County may recoup costs from First Responder Agencies of training for which students fail to receive final certifications.
  - 4.7.2 Complying with relevant course standards, including the number of instructors per student, the number of hours of instruction and the information to be presented, that have been officially established by the organization regulating the course.
  - 4.7.3 Providing written or electronic copies of course materials upon request, in the format that is readily available

- 4.7.4 Subject to availability of City resources, providing Travis County First Responders with adequate opportunities for ride outs to facilitate clearance for EMT-B and EMT-I training.
- 4.7.5 Providing each eligible Travis County First Responder documentation of completed training that satisfies TDSHS requirements.
- 4.7.6 Providing other services if included in Exhibit G under the terms and conditions set forth in Exhibit G and to the extent sufficient funds are approved by Commissioners Court.

#### 4.8 Collection Services.

- 4.8.1 Patient Fees. City shall charge patients treated in Suburban County at the same rates that are charged to patients treated inside the City, unless the County sets another rate for Suburban County patients. Fees may be adjusted annually by City, effective October 1. The City shall give written notice to the County, before implementation of fee changes. If County desires a fee adjustment for patients treated in Suburban County, County shall work with City through the City's annual budget process to seek approval of such a fee change in the City's fee ordinance and to ensure that sufficient City staffing resources are included to implement the fee adjustment. Any fee changes that only affect patients treated in Suburban County require approval by City Council and Commissioners Court.
- 4.8.2 Billing. Bill patients for ground ambulance transports within 30 calendar days after the date of service.
- 4.8.3 Collecting. Collect the fees owing to County for all ground patients treated in Suburban County under the same standards and procedures used for ground EMS services provided within the City limits, and in accordance with City financial policies.
- 4.8.4 Collected Revenue Reporting. Issue a statement to County by the fourth business day of each month showing the total amount of revenue collected from ground patients treated in Suburban County during the previous calendar month, including necessary reconciliations to balance the statement with City Controllers balance sheet account.
- 4.8.5 Payment to County. Pay County the full amount collected from ground transport patients treated in Suburban County during a calendar month by the thirtieth day of the following month, based on the total amount in the statement issued in Section 4.8.4.
- 4.8.6 Delinquent Accounts. Use effective techniques and make good faith efforts to promptly collect delinquent amounts owed to County in the same manner as the City collects its own delinquent EMS accounts, including the use, if appropriate, of contracted collection agencies for collection of delinquent amounts.
- 4.8.7 Collection Reports. Provide the following collections-related reports to the County in accordance with time periods as set forth in Exhibit E.
  - 4.8.7.1 An assessment report that states the identification number of the patient billed, the original amount billed, and the total amount billed to all patients.
  - 4.8.7.2 An accounts receivable report that states the identification number of

the patient, the original amount billed, the balance owing for that patient, and the total amount owing from all patients.

4.8.7.3 An aging report for accounts receivable that states the identification number of the patient, the balance owing for that patient, the amount owing for more than 30 days, more than 60 days, more than 90 days, and more than 180 days, the total amount owing for each aging category, and the total amount owing from all categories and patients. The accounts receivable and aging report may be combined into one report.

4.8.7.4 A collections report that states the identification number of the patient, the amount collected during the month, the total amount collected from all patients, and the amount tendered to County and date of tender.

4.8.8 Supporting Documentation for Collections. Provide County with copies of the supporting documentation for collection reports within a reasonable time after this documentation is requested.

## **5. Duties and Performance by the County.**

5.1 County shall perform or provide the following activities and services:

- 5.1.1 Ground Ambulances. For every Suburban County station, as designated in Exhibit A, provide one ambulance for each station plus one spare ambulance for every two stations. The ambulances shall be Type I, Class I-A ambulances manufactured in compliance with the terms and specifications of the then current City contract resulting from a City of Austin Bid Invitation advertised in compliance with TEX. LOC. GOV'T CODE ANN., Chapter 252. County shall order the ambulances directly from the City contractor and make all payment arrangements directly with the City contractor.
- 5.1.2 Urban Command Vehicles. Provide one command vehicle for every four Suburban County stations, as designated in Exhibit A, plus one spare command vehicle for every eight stations. Parties acknowledge that the County currently owns only two urban command vehicles. The County EMS Manager shall request funds for the purchase of a third urban command vehicle in FY 2006 in order to satisfy the required number of urban command vehicles set forth in this Agreement. The urban command vehicles shall be purchased in compliance with the terms and specifications of the then current City contract resulting from a City of Austin Bid Invitation advertised in compliance with TEX. LOC. GOV'T CODE ANN., Chapter 252. County shall order the command vehicles directly from the City contractor and make all payment arrangements directly with the City contractor.
- 5.1.3 Vehicle Equipment Graphics. In equipping the vehicles purchased in compliance with this subsection, comply with the equipment specifications, communications devices and graphics that are used for City-owned ambulances, and command vehicles;
- 5.1.4 Vehicle Ownership and Replacement. Own the Vehicles listed in Exhibit B for use primarily in Suburban County as ambulances, or command vehicles. Replace the vehicles listed in Exhibit B, in accordance with the City's replacement schedule, based on the condition of the vehicle, and approved in the County budget process. Replacement of vehicles listed in Exhibit B shall be

reviewed annually and funded as needed through the annual budget negotiations between the City and County. Replacements for response support vehicles listed in Exhibit B may be purchased from County or City contracts as agreed upon by the County EMS Manager and EMS Director, and as allowed for in the County budget process.

5.1.5 Suburban County EMS Stations. Provide, either directly or indirectly through interlocal agreements with other participants in the EMS System, one or more buildings at each location listed in Exhibit A for use as EMS Stations in Suburban County. Station locations may be relocated upon agreement by the Medical Director, the EMS Director, the County EMS Manager and the appropriate governing bodies, after reviewing the recommendations, if any, of the EMS Advisory Board.

5.1.6 Suburban County Station Specifications. Establish County specifications for Suburban County EMS Stations that, at a minimum, ensure that each ambulance is housed in a portion of an EMS Station that (a) is secure, (b) provides a covered, enclosed vehicle bay, (c) has 24-hour access to electricity sufficient to power the equipment located in the ambulance, and (d) has living quarters for three EMS staff members.

5.2 Maintenance, Furnishings and Utilities for EMS Stations. Except as provided below, after an EMS Station is opened in Suburban County, the owner of the facility used as an EMS Station is responsible for providing station facilities, facility maintenance, utilities, and furnishings to the minimum standards agreed upon by the EMS Director and the County EMS Manager, and which are consistent with City standards. City is not responsible for the maintenance, furnishings or utilities of any EMS Station in Suburban County or its equipment unless City is the owner of the facility. If the owner of a facility used as an EMS Station fails to maintain the building and equipment required to comply with the specifications in this Agreement and the failure results in conditions that make compliance with the service requirements under this Agreement impossible or impracticable, City shall notify County in writing and County shall promptly take action to resolve the matter, either directly or through its agreement with the owner of the EMS Station. To the extent that services to be provided by City are dependent upon the use of the EMS Station, City shall not be considered to be in breach of this Agreement for failure to meet such service or performance levels until the EMS Station is restored to a condition that is consistent with City standards for EMS Stations. The City also reserves the right to temporarily relocate an EMS Unit to more suitable quarters, provided that such quarters are, in the opinion of the City, available for expanded use at no additional cost to City, until the identified deficiencies are corrected.

**6. Performance Measures.**

6.1 City and County Performance. City and County performance under this Agreement shall be evaluated based on the objective performance measures shown in Exhibit E.

**7. Future Suburban County EMS Stations.** Before an EMS Station not listed in Exhibit A is opened in the Suburban County during the term of this Agreement, County staff and City staff shall review the usage of the current locations to determine if they are appropriately

located to meet the needs of Suburban County A new EMS Station shall not be placed in any municipality or Emergency Service District in Suburban County unless that municipality or Emergency Service District has a current, written interlocal agreement for emergency medical services with County.

**8. Monitoring Compliance: Reporting, Maintaining Records, and Inspecting**

- 8.1 Monthly Reports. The City shall provide monthly operations reports as described in Exhibit E.
- 8.2 Quarterly Reports. For the quarters ending on the last day of December, March, June, and September, City shall provide the types of operations reports as described in Exhibit E.
- 8.3 Annual Reports. City shall provide County with an annual fiscal year report of the operations of the EMS System in Suburban County and overall state of the EMS System by December 1 of each year, as described in Exhibit E. Each party shall provide the other party with full access to all records and reports that are available by law to members of the public generally with respect to the EMS System. In conjunction with the release of the report, a system wide strategic planning session will be held to assess performance and explore strategies for improving future performance.
- 8.4 Inspection. Upon notification to the EMS Director or designee, the members of the Commissioners Court or the City Council, or their designees, have the right to inspect during business hours any and all equipment and facilities of the EMS System under reasonable circumstances.
- 8.5 City Retention of Records. City shall maintain the original of all fiscal records, personnel records of all City employees who are assigned to provide services under this Agreement, documentation about operations, and documentation for all expenditures and patient revenue (except to the extent originals of patient account documents are the property of contract collection agencies) pertaining to this Agreement which must be paid by or to the County and all operation and statistical reports related to its performance under this Agreement in a readily available state and location until an audit in conformance with generally accepted auditing standards and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, in compliance with state document retention standards or for three (3) years after the termination of this Agreement, whichever occurs later.
- 8.6 County Access to City Records. Subject to compliance with applicable laws, including patient confidentiality laws, City shall give the duly authorized representatives of County, at reasonable times and for reasonable periods, full and reasonable access to and the right to examine all information in whatever form it is maintained by the City and all things or property in use by City which relate to costs that must be paid by County, amounts owing to County or performance promised to County under this Agreement. These rights to access shall continue for as long as

these records are retained by City. If there is any incident in which allegations or claims are made against the County or any County employee related to the EMS System, City shall give the duly authorized representatives of County full and reasonable access to and the right to examine and copy this documentation at reasonable times and for reasonable periods. These rights to access shall continue until all allegations or claims are resolved or three years after the termination of the Agreement, whichever is later.

- 8.7 Confidentiality of Patient Records. City has established and shall maintain a method to secure the confidentiality of records and other information relating to patients in accordance with the applicable federal and state laws, rules and regulations, and applicable professional ethical standards. City shall mask information identifying patients in a way that will not obstruct County's auditing. County shall keep confidential at all times all information received from City if required to do so by law.
- 8.8 Audit. Each party has the right to conduct an annual financial and compliance audit of the other party's performance under this Agreement in compliance with generally accepted auditing standards and procedures for governmental organizations, and each party shall permit authorized representatives of the other party to audit its records that relate to this Agreement and, subject to compliance with laws related to confidentiality of medical records, to obtain copies of any documents, materials, or information necessary to facilitate these audits.

## **9. Payments by the County**

- 9.1 IRS Form W-9. County shall provide City with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.
- 9.2 IRS Form W-9. City shall provide County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations.
- 9.3 EMS Fee for Each Contract Term. During each term the total amount to be paid by County for all services, equipment and supplies to be provided by City under this Agreement shall be equal to the amount approved by the Commissioners Court and the City Council for this Agreement for the applicable contract term, as determined by the formula set forth in Exhibit D. The fee amount for each renewal term shall be incorporated in an amendment to Exhibit D of this Agreement. City shall give County prompt notice of any proposed pay increases and of any approved pay increases that will impact the amounts payable under this Agreement.
- 9.4 Monthly Billing by City. The City shall submit a monthly billing statement to the County EMS Manager by the 5th day of each calendar month for the services, supplies and equipment to be rendered or provided for that month. All billing statements shall include the service delivery period covered, the amount of the monthly fee, the amount of the annual EMS Fee, and a copy of Exhibit D as back-up documentation.

The first billing statement during each contract term shall be for the month of October and, if an amendment reflecting the new monthly fee has not been signed by October 1 and the parties have agreed upon a holdover period as described in Section 13.13.3, the billing statement submitted by City shall be for the monthly amount stated in the Exhibit D for the immediately preceding contract term.

The City shall continue to bill the County for the monthly amount approved for the preceding term until the amendment for the renewal term is approved and signed by both parties. Once an amendment has been signed, City shall submit a billing statement for the difference between the monthly fee for the preceding term and the monthly fee for the new term multiplied by the number of months in the holdover period ("Holdover Difference") and County shall submit payment of the Holdover Amount within thirty (30) days of receipt of such billing statement.

- 9.5 Monthly Payment by County. County shall make payments to City monthly, and each payment shall equal the monthly amount stated in Exhibit D for the initial contract term (October 1, 2004 through September 30, 2005) and for any renewal term, the amount stated in the Exhibit D incorporated into an amendment approved by Commissioners Court and City Council for that renewal term. If an amendment for a renewal term has not been signed by October 1 and the parties have agreed to a holdover, as described above, during any such holdover period County shall continue to pay the City the monthly amount due under the previous year's contract. Once the amendment is executed, County shall pay City the "Holdover Difference" within thirty (30) days of the receipt of a billing statement for such amount. County shall make payments to City within thirty (30) days following the date of receipt of the billing statement by the County EMS Manager.
- 9.6 Adjustments to City's EMS Budget. The parties acknowledge that they may want to adjust City's EMS Budget during a contract term. Any adjustment to the City's EMS Budget must be approved by City Council and Commissioners Court before it is implemented. Any adjustment to City's EMS Budget that results in an adjustment to the amount payable by County for the remainder of that contract term shall be incorporated in an amendment to the Exhibit D for that contract term. Any additional services, equipment, or personnel desired by the County that are not included in the approved budget for that fiscal year shall not be provided unless the necessary additional funds are approved, the City's EMS Budget is amended, and an amendment to the Exhibit D for that contract term is approved by Commissioners Court and City Council.
- 9.7 True Up for EMS Payments. The true-up shall be performed in accordance with the true-up formula set forth in Exhibit D. No later than December 31 following the end of the initial term and each renewal term, a statement of the total City of Austin EMS Department costs and expenses properly incurred against the City's EMS Budget for such term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over incurred costs and expenses shall be paid in full by the City to County by January 31. If the total costs and expenses

incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.

- 9.8 Quarterly Expenditure Reports. City shall provide County EMS Manager with quarterly reports for the quarters ending on the last day of December, March, June and September, no later than the last business day of the month after the quarter ends. These reports shall state the City costs and expenses incurred during the quarter for each line item in the City's EMS Budget. The reports shall also include a projection of the expenses and costs to be incurred through the end of that contract term, and whether any savings are anticipated for that contract term, and whether any costs or expenses that will exceed the City's EMS Budget are anticipated for that term.
- 9.9 Maximum Funds. City and County expressly acknowledge that the total amount payable to City under this Agreement during any term shall not exceed the amount approved by City Council and Commissioners Court for the EMS Fee as described in the Exhibit D for the current term of the contract, unless the Commissioners Court and City Council specifically approve a change in the amount payable under this Agreement. This maximum amount payable does not include any funds the County may be required to pay the City as reimbursement for County First Responder services provided by the City under Section 4.7 and Exhibit G.
- 9.10 Current Revenue Funds. Both County and City shall make all expenditures required by each of them under this Agreement from current revenue funds that are available to each of them for purposes of this Agreement.

## **10. Ownership, Replacement and Maintenance of Assets and Facilities**

- 10.1 Ownership. All vehicles, materials, supplies, furniture, equipment, and any other real property or tangible or intangible property purchased with County funds, including those purchased by City for which County has reimbursed the costs invoiced to City, shall be the property of County and shall remain in the possession of the County at the end of this Agreement. Any vehicles, materials, supplies, furniture, equipment, and any other real property or tangible or intangible property purchased with City funds for which County has not reimbursed the costs invoiced to City, shall be the property of City and shall remain in the possession of the City at the end of this Agreement.
- 10.2 Inventory of County Property in City's Possession. City shall perform an annual inventory of all property on hand and belonging to County that was purchased by the City and reimbursed by the County. City shall also perform an annual inventory of all vehicles owned by the County that are used by Austin-Travis County EMS. City shall submit the inventory report to the County EMS Manager by July 1 of each year. The inventory report shall include an explanation of all property purchased or previously inventoried and not appearing in the inventory and shall be included by

the City as an exhibit in the materials submitted in the County budget approval process.

- 10.3 Acknowledgment of Ownership. City acknowledges that the supplies, vehicles and equipment listed in Exhibit B have been paid for by County and are owned by County. Failure of Exhibit B to list property which County has paid for either directly or through reimbursement to City shall not defeat actual ownership.
- 10.4 Replacement of County Assets. Replacement of assets and vehicles listed in Exhibit B shall be reviewed annually and considered for funding if needed during negotiations between City and County and as approved by Commissioners Court and City Council in their respective budgets.
- 10.5 Maintenance of County Vehicles. County-owned vehicles listed in Exhibit B shall be maintained by the City unless the County provides the maintenance.
- 10.6 Facility Ownership and Maintenance. The facilities used as Suburban County EMS Stations are listed in Exhibit A. The party responsible for providing these facilities is responsible for the facility maintenance. Facility location and party responsible for providing it is listed in Exhibit A.
- 10.7 Information Technology. The City shall provide information technology equipment, infrastructure, maintenance and support to all facilities listed in Exhibit A to provide compatible communication platforms between all EMS facilities. Information technology capital purchases are reviewed annually and funded as approved during the annual County budget process. Replacement of information technology assets shall be reviewed annually and, if needed, considered for funding during negotiations between City and County and as approved by Commissioners Court and City Council in their respective budgets.

## **11. Obligations and Liability for Losses or Claims**

- 11.1 County Assumption of Risk. City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees in relation to the provision of EMS services or raised by any condition of the EMS equipment or EMS Stations.
- 11.2 City Assumption of Risk. County shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in their System-wide medical direction, or their management of the City's EMS department, or arising out of the medical care provided by City employees under this Agreement.
- 11.3 Joint Liability. For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or

wrongful acts or omissions of that party as a result of obligations under this Agreement as determined by the court adjudicating the matter or as agreed in any settlement.

- 11.4 Ground Vehicles. The parties acknowledge that they do not have and are not required to provide commercial liability insurance coverage on their ground emergency vehicles under the terms of this Agreement. Both City and County intend to remain self-insured for losses and damages incurred in accidents involving their respective vehicles.
- 11.5 Casualty Insurance Proceeds. Any property or casualty insurance proceeds paid to City or County that relate to damages to property used by Austin-Travis County EMS or EMS equipment shall be used by City or County to repair the damages and replace the property used by Austin-Travis County EMS and EMS equipment to the condition before the fire or casualty occurred without regard to fault unless both City and County agree that these proceeds should be used for another purpose related to the Austin- Travis County EMS System.
- 11.6 Workers Compensation. If any City officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, City shall be responsible for the loss under its workers compensation self-insurance fund. If any County officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, County shall be responsible for the loss under its workers compensation self-insurance fund.

## **12. Breach of Agreement, Dispute Resolution, and Termination**

- 12.1 Notice to Cure. Except as otherwise provided herein regarding breaches involving non-payment, there shall be no remedy for breach of this Agreement before notice in compliance with 13.11 and opportunity to cure as specified in Section 12.3 and Section 12.4
- 12.2 Failure to Pay. If, after receipt of a billing statement or invoice that complies with the requirements of this Agreement, either party fails to pay monetary sums due to the other party in accordance with the time periods in this Agreement, the party claiming non-payment may withhold payment due to the other party under this Agreement of funds in its possession related to this Agreement by way of set off, pending final resolution of the dispute. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this Agreement, and either party may pursue any other rights granted pursuant to this Agreement at the same time as and during any period of mediation.
- 12.3 Mediation. If a difference arises about performance under this Agreement, the objecting party shall notify the other party of the difference in compliance with 12.11, and City and County staff shall meet and attempt to resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, provided however, that this Section 12.3 shall not apply if the County fails to pay City fees due under this Agreement when such fees are due. If staff members are

unable to resolve the dispute within sixty (60) days, either party may request mediation. If mediation is acceptable to the parties, each party shall choose a mediator within ten (10) business days of the date they agreed to mediate. If the City and County choose different mediators, then the two chosen by the City and the County shall together choose a third person who shall be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The locations shall be chosen by the mediator. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in the TEX. CIV. PRAC. & REM. CODE ANN., § 154.073, UNLESS BOTH PARTIES AGREE, IN WRITING, TO WAIVE CONFIDENTIALITY. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this Agreement, and either party may pursue any other rights granted pursuant to this Agreement at the same time as and during any period of mediation.

12.4 Termination for Breach. Before exercising any rights under this Section, the non-breaching party must comply with Section 12.3, provided that Section 12.3 shall not apply to the failure of either party to pay the other party funds as required under this Agreement. Either party may terminate this Agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions set forth in this Agreement. The non-breaching party shall provide written notice to the other party in compliance with Section 13.11 describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach shall have ninety (90) days to cure the breach and failure to correct such breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period shall result in an automatic termination of this Agreement at the end of the ninety (90) days.

12.5 Termination without Cause. Either party may terminate this Agreement at any time, with or without cause, by providing the other party with one hundred and twenty (120) days written notice.

### **13. Miscellaneous and Closing Clauses**

13.1 Non-discrimination. City and County shall provide all services and activities required by this Agreement in compliance with the Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of the City or of the County.

13.2 Compliance with Law. City and County shall comply with all applicable federal, state and local constitutions, laws, rules and regulations in the performance of this Agreement including those related to health, safety, patient confidentiality, staffing requirements, aviation, purchasing, licensing, and reporting. City and County shall cooperate with each other in licensure renewal efforts.

- 13.3 Independent Contractors, No Agency. The parties to this Agreement are independent contractors. An officer or employee of one party shall not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted specific authority to do so by the City Council or the Commissioners Court, as applicable.
- 13.4 Employees. This Agreement shall have no effect upon the personnel policies of the City, or employment status or benefits of any City employee. City retains all authority and liability related to the employment of City employees. City shall be responsible for payment of taxes, workers' compensation coverage, and benefits required by law for its employees. This Agreement shall have no effect upon the personnel policies of the County, or employment status or benefits of any County employee. County shall be responsible for payment of taxes, workers' compensation coverage, and benefits required by law for its employees. This Agreement does not create an employment contract between the City or County and any individual with respect to continued employment or the provision of any benefit. The City represents that all City employees, other than civil service employees of the police and fire departments, are at-will employees whose employment can be terminated for any reason or no reason at any time, and without notice. The parties shall not have any statutory liability for any employee of the other party.
- 13.5 Force Majeure. Neither party is liable nor is it deemed to be in default for any delay or failure to perform its obligations under this Agreement to the extent, and for the period of time, that this failure is caused by an event or condition reasonably beyond the control of that party including, but not limited to, acts of God, civil or military authority, acts of public enemies, acts of terrorism, fires, floods, strikes or regulatory delay or restraint. The party invoking this provision shall give notice to the other party and shall use due diligence to remedy the event or condition of Force Majeure as soon as is reasonably possible. Each party acknowledges that it is bound to perform its obligation under this Agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.
- 13.6 Amendment. Any change to the provision of this Agreement or any exhibits to it shall be made in writing and signed by both parties. It is acknowledged that no officer, agent, employee or representative of County or City has any authority to change the provisions of this Agreement or any exhibits to it unless expressly granted that specific authority by the Commissioners Court or City Council, as applicable.
- 13.7 Assignment. Neither party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to grant such assignment unless expressly granted that specific authority by the Commissioners Court.

13.8 Non-waiver. Any act of forbearance by either party to enforce any provision of this Agreement and any payment made in compliance with this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of the right or privilege. Exercise of any right or remedy shall not impair, prejudice, or preclude the exercise of any other right or remedy under this Agreement.

13.9 Number and Gender. Words of any gender shall include any other gender and words in either number shall include the other, unless the context clearly indicates otherwise.

13.10 Headings. Headings may not be considered in contract interpretation.

13.11 Notices. All notices required under this Agreement shall be in writing. The notice is effective immediately if delivered in person to the person at the address set forth below. The notice shall be deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section, and delivering the notice to the County Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

13.11.1 Address of County. The address of County for all purposes under this Agreement shall be:

If by Mail

Honorable Samuel T. Biscoe  
(or his successor in office)  
County Judge  
P.O. Box 1748  
Austin, Texas 78767

If by Personal Delivery

Honorable Samuel T. Biscoe  
(or his successor in office)  
County Judge  
314 West 11th Street, Room 520  
Austin, Texas 78701

With copies to (registered or certified mail is not required)

If by Mail

Honorable David A. Escamilla  
(or his successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

If by Personal Delivery

Honorable David A. Escamilla  
(or his successor)  
Travis County Attorney  
314 West 11th Street, Suite 300  
Austin, Texas 78701

And to:

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
P.O. Box 1748

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
314 West 11th Street, Suite 401

Austin, Texas 78767

Austin, Texas 78701

And to:

Danny Hobby (or his successor)  
Emergency Services Coordinator  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Danny Hobby (or his successor)  
Emergency Services Coordinator  
Travis County  
209 W. 9<sup>th</sup> Street, Suite 270  
Austin, Texas 78701

13.11.2 Address of City. The address of the City for all purposes under this Agreement shall be:

If by Mail

If by Personal Delivery

Toby Hammett Futrell  
City Manager  
(or her successor)  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767

Toby Hammett Futrell  
City Manager  
(or her successor)  
City of Austin  
301 West 2<sup>nd</sup> Street  
Austin, Texas 78701

With copies to (registered or certified mail is not required)

If By Mail:  
Richard Herrington, Director  
(or his successor)  
City of Austin EMS Department  
P.O. Box 1088  
Austin, Texas 78767

If by Personal Delivery:  
Richard Herrington, Director  
(or his successor)  
City of Austin EMS Department  
RBJ Building,  
15 Waller Street, 2<sup>nd</sup> Floor  
Austin, Texas 78702

And to:

David Smith, City Attorney  
(or his successor)  
City of Austin Law Department  
P.O. Box 1088  
Austin, Texas 78767

David Smith, City Attorney  
(or his successor)  
City of Austin Law Department  
301 West 2<sup>nd</sup> Street  
Austin, Texas 78701

13.12 Non-Party Beneficiaries. No provision in this Agreement creates any rights in any person or entity that is not a party to this Agreement, and the rights to performance in this contract are only enforceable by the County and the City.

13.13 Term.

13.13.1 Initial Term. This Agreement begins on October 1, 2004 and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement for up to three (3) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and as stated in the Exhibit D for that renewal term of the contract, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

13.13.2 Budget Submissions for Renewal Terms. At least 30 days before the time established by County for submission of budget materials, City shall provide County EMS Manager all information necessary to comply with the budget process established by the Commissioners Court budget rules and the Travis County Planning and Budget Office. The parties acknowledge that all information submitted by the City under this subsection may change based on the final budget approved by the City Council.

13.13.3 Holdover Term. If this Agreement has not been renewed or renegotiated when the current term expires and City and County want to continue the services and activities described in this Agreement without interruption until a new agreement is approved, this Agreement shall remain in full force until a new agreement is approved by the City and the County or a written notice of termination is provided by either party, whichever occurs first. The County EMS Manger and EMS Director shall acknowledge such holdover in writing. During any holdover period, either party may terminate the Agrcement upon thirty (30) days written notice.

13.14 Law and Venue. The Agreement is governed by the laws of the State of Texas and the United States of America. All obligations under this Agreement are performable in Travis County, Texas.

13.15 Severability of Provisions. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

13.16 Survival of Terms. If this Agreement is terminated, County's obligations under Exhibit D and subsection 9.5 for the final term shall survive the termination until the City has been satisfied in full for the period before the date of termination. In addition, if this Agreement is terminated each party's obligations under the following subsections shall survive the termination until the other party has been satisfied in full: 4.8.5, 8.5, 8.6, 8.7, 8.8, 9.7, 10.1, 10.3, 11.1, 11.2, 11.3, 11.5, 11.6, 13.3, 13.4, 13.12, and 13.14. The Director of EMS and the County EMS Manager shall meet within 30 days of termination to determine the manner and time by which billing and collection information for outstanding accounts for Suburban County ground patients

who received treatment in Suburban County will be transferred to the County. If the parties wish to enter into an arrangement under which the City continues to provide billing and collection services for the County following termination, the terms and conditions of such arrangement shall be set forth in a separate agreement.

#### **14. Definitions.**

- 14.1 Austin-Travis County EMS. “Austin-Travis County EMS” is the term used by the parties to refer to the City of Austin EMS Department.
- 14.2 City. “City” means City of Austin.
- 14.3 Commissioners Court. “Commissioners Court” means the Travis County Commissioners Court.
- 14.4 County. “County” means Travis County, a political subdivision of Texas.
- 14.5 County EMS Manager. “County EMS Manager”, also referred to as “County Emergency Services Coordinator”, means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.
- 14.6 EMS Director. “EMS Director” means the City of Austin Director of Emergency Medical Services or his designee.
- 14.7 EMS System (or “Austin-Travis County EMS System”). “EMS System” is the term used by the parties to refer to all the personnel, facilities, fleet and equipment used by any entity under the Medical Director’s license to provide EMS and emergency medical first response within Travis County.
- 14.8 EMS Station. “EMS Station” means a furnished and equipped EMS building inside or outside the City of Austin, at which one appropriately equipped ambulance will be placed into service.
- 14.9 EMS Unit. “EMS Unit” means a named functional group of staff, vehicles and equipment that is assigned to provide EMS to a specific geographic area as its primary service area in which the human resources, vehicles and equipment are interchangeable with other units and which may provide services outside its primary service area to promote the most efficient, effective use of all EMS System resources in providing EMS throughout the system 24 hours a day, 7 days a week.
- 14.10 Fiscal Year. “Fiscal Year” means the twelve month period that begins October 1 and ends on the following September 30.
- 14.11 Medical Director. “Medical Director” means a physician employed by the City who meets the criteria established by the State of Texas
- 14.12 Suburban County. “Suburban County” means those areas of Travis County located outside the corporate limits of the City, but excludes any incorporated area in Travis County that does not have a current, written interlocal agreement with County for EMS services.
- 14.13 Travis County First Responder (“First Responder Agency”). “Travis County First Responder” means any person who is a member of an organization listed in Exhibit H, that provides emergency first response services in Suburban County, satisfies all applicable Texas Department of State Health Services requirements for first responders, and has system credentials at the appropriate level.

**15. Entire Agreement.** This Agreement replaces all prior contracts and all oral and written agreements between the parties regarding the subjects and terms of this Agreement. Any agreement, covenant or understanding that is not included in this document including its Exhibits has been superseded by this Agreement. The Exhibits which are a part of this Agreement are limited to the following:

- Exhibit A FY 2005 Suburban County Station Locations
- Exhibit B FY 2005 Inventory of County-Owned Assets in City Possession for Use in EMS System
- Exhibit C Austin-Travis County Multi-Agency Incident Management System Operations Plan
- Exhibit D FY 2005 Financial Formulas and EMS Fee
- Exhibit E FY 2005 Performance Measures and Reports
- Exhibit F County Vehicle and Equipment Safety Policy
- Exhibit G FY 2005 Travis County First Responder Training and Other Services if Applicable
- Exhibit H FY 2005 Travis County First Responder Organizations
- Exhibit I Travis County First Responder Agreement

**16. DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

**17. EFFECTIVE DATE** This Agreement is effective on October 1, 2004.

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Toby Hammett Futrell, City Manager      Date: \_\_\_\_\_

**TRAVIS COUNTY**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge      Date: \_\_\_\_\_

## EXHIBIT A - FY 2005

### Location of EMS Ground Stations in Travis County and City of Austin as of October 1, 2004

Travis County Station Number/Name	Station Address	Responsible Party
Medic 9 (Lakeway)	1211 Lohman's Crossing Lakeway, Texas 78738	Travis County ESD #6
Medic 20 (Pflugerville)	911 West Pflugerville Loop Pflugerville, Texas 78660	Travis County ESD #2
Medic 21 (Westlake)	1295 Capital of Texas Hwy, South Austin, Texas 78746	Travis County ESD #9
Rescue 22 (Lago Vista)	3605 Allegiance Cove Lago Vista, Texas 78645	Travis County ESD #1
Medic 23 (Harris Branch)*	11205 Harris Branch Parkway Austin, Texas 78754	City of Austin
Medic 24 (Travis County Fire and Rescue)	9019 Elroy Road Austin, Texas 78617	Travis County ESD #11
Medic 25 (Jonestown)	18310 Park Drive Jonestown, Texas 78645	City of Jonestown
Rescue 26 (Pedernales)	22404 State Hwy 71 West Spicewood, Texas 78669	Travis County ESD #8

\*Medic 23 (Harris Branch) is located within the corporate limits of the City of Austin and is owned by the City of Austin, but Travis County owns the ambulances that operate from this station. It is considered a County station for purposes of the Financial Formula described in Exhibit D in this Agreement.

City of Austin Station Number/Name	Station Address	Responsible Party
Rescue 1	3616 South 1 <sup>st</sup> Street Austin, Texas 78704	City of Austin
Medic 2	6601 Manchaca Austin, Texas 78745	City of Austin
Medic 3	1305 Red River (Brackenridge Hospital) Austin, Texas 78701	Seton Healthcare Network
Medic 4	1201 Webberville Austin, Texas 78721	City of Austin
Medic 5	5710 N. Lamar Austin, Texas 78757	City of Austin
Medic 6	401 E. 5 <sup>th</sup> Street Austin, Texas 78701	City of Austin
Medic 7	8989 Research Austin, Texas 78758	City of Austin
Medic 8	5211 Balcones Austin, Texas 78731	City of Austin

## EXHIBIT A - FY 2005

### Location of EMS Ground Stations in Travis County and City of Austin as of October 1, 2004

<b>City of Austin Station Number/Name</b>	<b>Station Address</b>	<b>Responsible Party</b>
Medic 10	5228 Duval Road Austin, Texas 78727	City of Austin
Medic 11	5401 McCarty Lane Austin, Texas 78749	City of Austin
Medic 12	5309 E. Riverside Austin, Texas 78741	City of Austin
Medic 13	1330 E. Rundberg Austin, Texas 78753	City of Austin
Medic 14	7200 Berkman Drive Austin, Texas 78752	City of Austin
Medic 15	400 Ralph Ablanado Drive Austin, Texas 78748	City of Austin
Rescue 16 (Four Points)	7701 River Place Boulevard Austin, Texas 78726	City of Austin
Rescue 17 (West Austin)	2307 Foster Avenue Austin, Texas 78703	City of Austin
Medic 18	1021 W. Braker Lane Austin, Texas 78758	City of Austin
Medic 19	10111 Anderson Mill Road Austin, Texas 78750	City of Austin
Medic 27 (Maconda Park)	10041 Lake Creek Parkway Austin, Texas 78729	City of Austin
Medic 28 (Far Southeast Austin)	5811 Nuckols Crossing Austin, Texas 78744	City of Austin

## EXHIBIT B - FY 2005

### Inventory of County-Owned Assets in City Possession for Use in EMS System

This exhibit includes items purchased by the City of Austin and reimbursed by Travis County.

<b>Medical and Rescue Equipment</b>		
<b>Item</b>	<b>Quantity in Stock as of 10/1/2004</b>	<b>Comments</b>
Stryker patient stretchers	4	Purchased with ambulances (City traded 8 County-owned Ferno stretchers for 1 Stryker stretcher in May 2004)
Ferno stair chairs	10	Purchased with ambulances
Patient litters (highway cots)	10	Purchased with ambulances
Ice machine	1	Located at Jonestown EMS station

<b>Computer and Communications Equipment</b>		
<b>Item</b>	<b>Quantity in Stock as of 10/1/2004</b>	<b>Comments</b>
Laptop computer with docking station accessories	1	
Personal computers	3	
Computer router for ISDN lines (for connection to system network)	1	For Pedernales Station (Medic 26)
Kenwood mobile radios	13	

<b>Office Furniture</b>		
<b>Item</b>	<b>Quantity in Stock as of 10/1/2004</b>	<b>Comments</b>
Desks	6	
Credenzas	5	
Office chairs	6	
Visitor chairs	7	
Book shelves	6	
File cabinets	3	
14-inch color TV with VCR and wall mount	1	

## EXHIBIT B - FY 2005

### Inventory of County-Owned Assets in City Possession for Use in EMS System

<b>Vehicles in Service as of October 1, 2004</b>				
<b>ATCEMS Vehicle ID</b>	<b>Chassis Year</b>	<b>Make</b>	<b>Vehicle Type and Color</b>	<b>Assignment</b>
00E001TC	2000	International	Ambulance (White)	Rotates at County Stations
00E002TC	2000	International	Ambulance (White)	Rotates at County Stations
00E003TC	2000	International	Ambulance (White)	Rotates at County Stations
00E004TC	2000	International	Ambulance (White)	Rotates at County Stations
00E005TC	2000	International	Ambulance (White)	Rotates at County Stations
00E006TC	2000	International	Ambulance (White)	Rotates at County Stations
00E007TC	2000	International	Ambulance (White)	Rotates at County Stations
01E500TC	2001	Freightliner	Ambulance (Yellow)	Rotates at County Stations
02E501TC	2002	Freightliner	Ambulance (Yellow)	Rotates at County Stations
02E502TC	2002	Freightliner	Ambulance (Yellow)	Rotates at County Stations
02E015TC	2002	Ford	Urban Command Vehicle (Yellow)	District Commanders
02E016TC	2002	Ford	Urban Command Vehicle (Yellow)	District Commanders
00A012TC	2000	Ford	Explorer (White)	Travis County First Responder Liaison
05A719TC	2005	Chevrolet	Suburban (White)	Medical Director

## **EXHIBIT C**

Austin-Travis County  
Multi-Agency  
Incident Management System

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# **Incident Management System Operations Plan**

Final Version 1  
July 1, 2004

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Austin-Travis County  
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Final Version 1 – July 1, 2004

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## **Agency Endorsement**

Formal participants in the Austin-Travis County Multi-Agency Incident Management System endorse this plan as the basic framework for applying IMS to the management of personnel and resources at the site of major emergencies.

The chief executives of participating agencies formally endorse this plan by submitting signature documents that are maintained by the City of Austin Office of Emergency Management.

Endorsement of this plan does not require agencies to relinquish their legal authority to act during emergencies.

# Operations Plan Austin-Travis County Multi-Agency Incident Management System

## Introduction

This plan describes policies for implementing a standardized Incident Management System at major emergencies involving multiple agencies throughout the City of Austin and Travis County.

## Austin-Travis County IMS Oversight Team

This plan was developed by the Austin-Travis County IMS Oversight Team that includes representatives from the major public safety and emergency management agencies in Austin and Travis County. This document replaces an earlier plan developed by an Austin-Travis County Multiple Agency ICS Task Force in 1998 and subsequent versions modified by the City of Austin.

The purpose of the team is to authorize future revisions of the plan and to oversee implementation of the Incident Management System in the Austin-Travis County area. This will include such activities as development of various training programs and multi-agency field overhead teams. The Oversight Team is facilitated by the City of Austin Office of Emergency Management.

## Background

The Incident Management System (IMS) in use today is an outgrowth of California's FIRESCOPE program developed in the 1970s to improve management of large wildfires using a concept called Incident Command. It was designed to provide a commonly accepted management structure that would result in better decisions and more effective use of available resources. It was specifically designed for incidents that involve many local, state, and federal agencies and multiple political jurisdictions with a single mission focus (i.e. wildfire, structure fire, or similar). Since that time, the use of ICS has spread across the country and has been employed to manage all kinds of major incidents, not just fires. ICS has also since evolved and expanded to more effectively address an incident with multiple focus and management requirements involving a variety of diverse agencies within the public safety, public health and public utilities sectors. Now referred to as the Incident Management System (IMS), it is considered a fundamental incident management tool for not only fire, but also emergency medical services and law enforcement.

## **Austin–Travis County Incident Management System**

The Austin-Travis County IMS is intended to be a true multi-agency, multi-jurisdictional management system that fully integrates the activities of all agencies operating at the site. This will require all participating agencies to agree to use a standard system and to agree on fundamental issues concerning decision-making, command and control, the use and supervision of resources, terminology and joint agency command training in the A/TC IMS concepts.

## **National Incident Management System Endorsement (NIMS)**

The Austin-Travis County Incident Management System and its participating agencies and jurisdictions fully endorse the National Incident Management System developed by the U. S. Department of Homeland Security for use in responding to and recovering from emergencies of all types. This plan establishes local standards and practices for implementation of NIMS and is fully consistent with current NIMS document.

## **Planning Assumptions**

The Austin-Travis County IMS Plan is based on the following operational assumptions:

1. There is a need for multi-agency IMS plans and procedures because of the number of incidents that cross agency and jurisdictional boundaries.
2. IMS policies and procedures shall be consistent with a standard national model.
3. Effective implementation of a regional IMS program will require comprehensive, multi-level training.
4. The current public safety communications system will not fully support an optimal IMS system. The new trunked radio communications system, when fully implemented, will support the IMS structures and operating profiles established in this IMS Plan.
5. All members of the Unified Command Group are equal partners.
6. Unified Command does not call for abdication of agency authority or operational / legal responsibilities.
7. Decision-making is predicated on event focus and follows a simple principle of life first, exposures second (people, then structure) and property third.
8. Each agency manages their activities based on standard IMS structure and coordinates priorities and actions jointly through the Unified Command Post.

## Classes of Incidents

Incidents will be divided into three classes as described below:

- **Class I** - Routine, single-site incident with single hazard focus, and single agency responsibility. Single Command is employed at the site (Unified Command is also an option if support agencies are on-scene assisting).  
Additionally, routine, short-term, multi-agency incidents may be worked as Class I incidents if this Command structure is more appropriate and other agency commanders agree. An example is a routine traffic accident with no injuries or fire/hazmat hazards.
- **Class II** - Advanced multiple agency or multiple jurisdictional incident with a single site. Unified Command is employed at the site. Emergency Operations Center (EOC) may be used to support Unified Command tactical operations or may function as Area Command.
- **Class III** - Advanced multiple agency or multiple jurisdictional incident with multiple sites or with diffuse, area-wide impact. Depending on the geographic focus and specificity of the problem, Unified Incident Command will be established either at the scene with off-site supplemental support from EOC Command or integrated into EOC Command to coordinate resources to the response demands of the incident (for example an ice storm with widespread impact, high resource demand, no one single incident site). If Unified Command is established separately from the EOC, the EOC will function as Area Command.

## Incident Management Definitions and Applications

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**Single Incident Command**- Class I, indicated when **both** of the following are true:

- An incident is contained within and affects a single political jurisdiction, and
- A single agency has the legal responsibility for managing the principal hazard of the incident (i.e. house fire or wildfire (no injuries), multiple cardiac arrest secondary to drug overdose, barricaded subject).

- **Incident Management Format:**

On-scene incident decision-making is vested in a single Incident Commander responsible for developing incident priorities; strategic goals and an action plan with key advisors made up from the on-scene agency command & support staff. Uses the standard IMS structure.

If single command is used, the term "IC" (Incident Commander) is used to identify the incident manager.

**Unified Command-** Class II & III, indicated for incidents in which **either** of the following are **true**:

- An incident involves multiple hazards or in which the principal focus is within the legal purview of more than one public safety agency, or
- An incident is situated in more than one political jurisdiction.
- **Incident Management Format:**  
On-scene incident decision-making is vested in a Unified Command Group made up of key public safety agency commanders who work together to jointly develop incident priorities, strategic goals and an integrated action plan.

Because the IC focus changes fluidly during the management of this type of incident, all participating public safety agencies within Unified Command shall refer to themselves with identifiers such as "Fire Command", "EMS Command", "Police Command", etc. Geographic location can be added to differentiate multiple IMS operations (i.e. "Airport Fire Command").

**Emergency Operations Center (EOC) Command-** Class II & III supports tactical field operations and makes strategic decisions concerning the community as a whole. It is indicated for:

- An incident with community-wide implications (i.e. disaster), involving multiple public safety, public health or public utility agencies.
- An incident requiring broad strategic executive level public safety, public health or public utility agency planning (initial composition is public safety agencies and broadened as the incident evolves).
- An incident requiring specialized resources to support the tactical activities of field operations incident management.
- **Incident Management Format:**

Primarily a strategic planning or off-scene support activity for acquiring specialized resources to assist on-scene tactical operations. EOC Command is made up of senior or executive level public safety command staff who jointly develop strategic plans to address complex, large-scale incidents.

Because the IC focus changes fluidly during the management of this type of incident, all participating public safety agencies within Unified Command or EOC Command shall refer to themselves with identifiers such as "Fire Command", "EMS Command", "Police Command", etc. Geographic location can be added to differentiate multiple IMS operations (i.e. "Airport Fire Command") in the field setting.

**Area Command-** Area Command is an organization that is established to oversee the management of multiple incidents that are each handled by an IMS organization or very large incidents that have multiple incident management teams assigned. It does not refer to geographic areas.

### **Class III Incident: Multiple Site and Area-Wide Emergencies**

In some types of emergencies there may be several individual sites such as multiple tornado touchdowns or a large-scale civil disturbance. Others, such as widespread flooding or an ice storm, have a major community impact with a large number of smaller, "routine" incidents. These are referred to as Class III incidents because they require area-wide coordination and policies. This section describes the establishment of Area Command and the relationship between the EOC, Department Operations Centers (DOC), and field sites in Class III incidents.

In Class III incidents, Unified Area Command may be established at the EOC by senior or executive command staff for fire, EMS, law enforcement, Emergency Management, and possibly other agencies depending on the nature of the incident. For clarity, this Area Command will be referred to as "EOC Command."

EOC Command is responsible for developing City or Countywide incident objectives, response priorities, operational policies, resource priorities and requesting assistance from the state and federal governments.

The EOC will generally coordinate with DOCs directly, but may also coordinate with Area or Unified Command at major incidents to establish area-wide objectives, identify response priorities, and allocate limited resources.

### ***Department Operations Centers***

Department Operations Centers (DOCs) are facilities from which individual departments control their operations during times of dramatically increased service demand. DOCs may be regular communications or control centers such as a law enforcement dispatch center or the electric utility control center. It may be an ad hoc center set up by departments to deal with resource needs, personnel callback, altered business hours, etc. It may be a mobile fire chief coordinating response activities of his or her department. In a Class III incident, the individual field units or crews will generally report to the DOC. Incidents with single command and involving a single department may also report to the DOC. However, major incidents involving Unified Command should coordinate directly with EOC Command at the EOC.

In Class III incidents, chief executives such as the Mayor, City Manager, or County Judge must make some strategic decisions. These decisions, which include government office closures, large-scale evacuations, and curfews, will be made in consultation with Unified EOC Command at the EOC.

Figure 1 depicts Unified EOC Command established at the EOC. Individual agencies (departments A and B) have established DOCs from which they coordinate field units or crews and may coordinate single command incidents such as structure fires or power outages. DOCs coordinate with departmental representatives at the EOC. Unified Command at major incidents coordinates directly with Unified EOC Command at the EOC.

## Emergency Operations Center

An emergency operations center (EOC) is a central facility that facilitates coordinated decision-making and support for major emergencies. The City of Austin and Travis County operate a joint EOC. Other municipalities, such as the City of Lakeway, also operate EOCs for their communities. The following discussion of EOC operations pertains to the Austin-Travis County EOC.

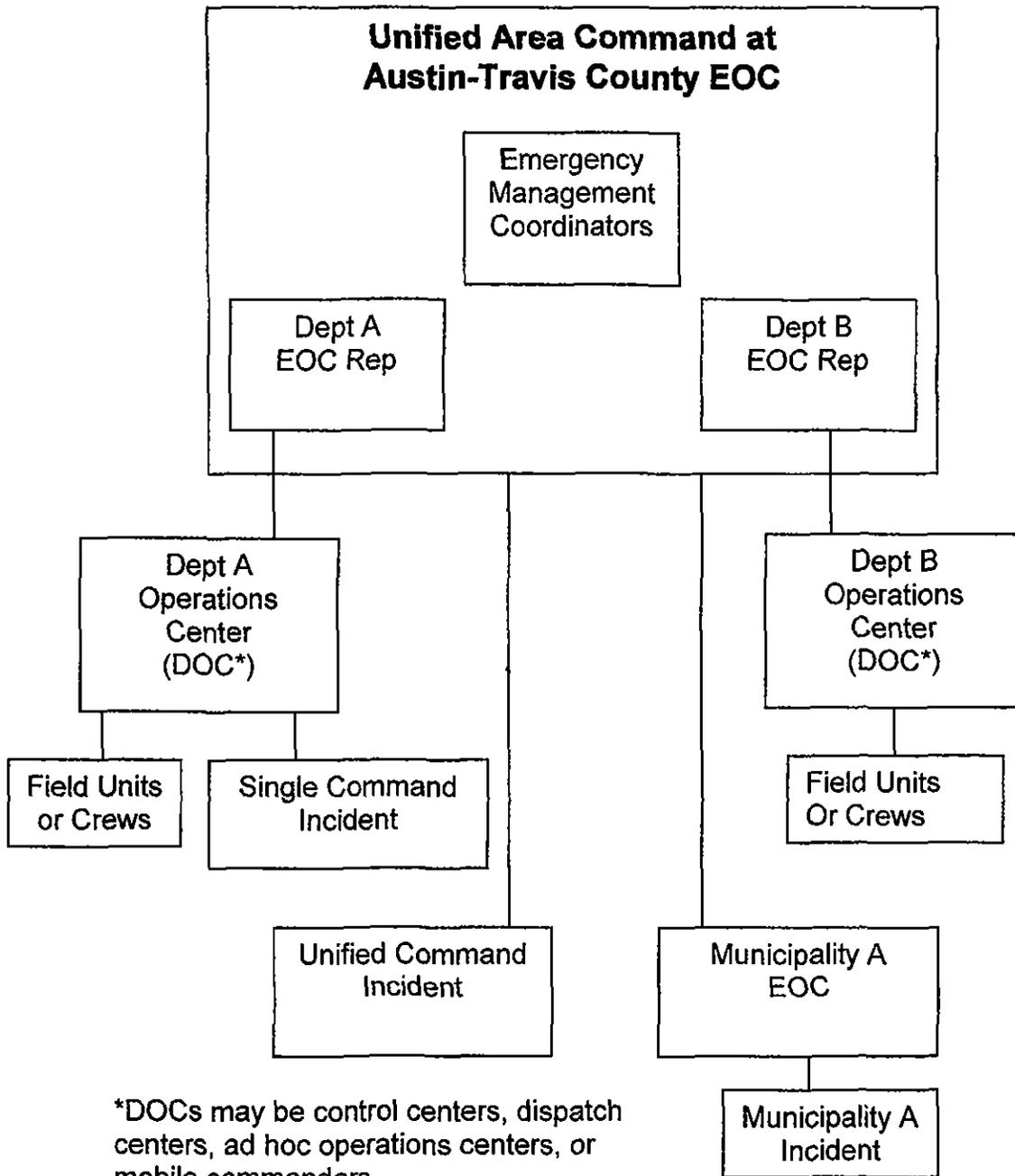
The Austin-Travis County EOC is normally activated by the standing EOC Public Safety Group, the Austin or Travis County Emergency Management Coordinator (in consultation with the EOC Public Safety Group) or at the request of a government agency. Activations are normally progressive and specific to the purpose for the activation.

The EOC deploys an IMS structure to manage its strategic responses to the incident, which includes Unified Command, Operations, Plans, Logistics, and Finance/Administration. This becomes EOC Command in Class III incidents.

The following are some key functions of the EOC.

### ***Executive Policy and Strategic Decision-making***

The EOC will be the focus for strategic decision-making in Class III incidents involving multiple sites or the community as a whole. Decision-making at this level involves such things as curfews, emergency ordinances, evacuations, government business closures, incident response priorities, external resource requests, and public information releases. Although most strategic decisions will be made by Unified EOC Command at the EOC, decisions involving such things as government office closures, curfews, or emergency ordinances will be made by the City Manager, Mayor, or County Judge. In an emergency that has officially been declared a disaster, the Mayor and County Judge have legal authority to direct emergency operations within their respective jurisdictions. In Class I or II incidents (single-site emergencies, such as an aircraft crash or bombing) on-site Unified Command will be the focus of strategic decision-making. The EOC will function in a support role.



**Figure 1**  
Unified Area Command at the EOC  
Class III Emergency

**Interagency Coordination**

The EOC brings together representatives from all agencies involved with the incident, whether on-site or off-site. EOC representatives communicate with their

personnel in the field and at DOCs (communications or control centers) and feed information to the EOC Operations during regular briefings. A variety of problems, including confused directives, miscommunication, rumors, duplications and omissions, can be detected. In some cases these can be resolved in the EOC, while in others the EOC advises Unified Command so that the issue can be corrected at the site.

### ***Resource Support***

The EOC can identify and mobilize resources not available at the scene through other government agencies, disaster relief agencies, and private businesses. Requests for extensive assistance from the state or federal governments must come through the Austin or Travis County Office of Emergency Management.

### ***Public Information and Warning***

The EOC is the coordination point for public information activities in area-wide or multiple site incidents. Public information should be coordinated from the scene in single-site incidents; the EOC can assist Unified Command and the PIOs in disseminating information.

The EOC is responsible for disseminating warnings through off-site media. It can disseminate information through AWACS pagers, fax broadcast, low-power AM radio (Holly neighborhood, Lakeway), and the new Emergency Alert System.

On-site warning activities, using door-to-door notifications and emergency vehicle PA systems, will be controlled by Unified Command.

### ***Communications between the EOC and Incident Sites***

The primary communication between the EOC and field Incident Sites should be with Unified Command, particularly concerning response policies, incident objectives, and resources priorities. However, there may also be direct communications of a coordination nature, between comparable sections in the EOC and at the scene. For example, the field Logistics Section may communicate directly with the Logistics Section in the EOC regarding specific resource availability. The Plans Section at the scene may get a weather forecast from the Plans Section at the EOC. The Operations representatives at the EOC will need regular activity updates from Operations representatives in the field.

## **IMS Functional Areas**

### ***Unified Command Section***

- This Section includes Unified Command, Public Information Officers, Liaison Officers, and Safety Officers.

- General Staff consists of the Section Chiefs of Operations, Plans, Logistics, and Finance/Administration.

### ***Unified Command Responsibilities***

Unified Command is responsible for the following:

- Establishing a single command post and CP operations.
- ALL public safety agencies representatives and their position should be easily recognized by the appropriate identifying Unified Command vest.
- Agency identifiers (for example. fire, police, EMS, public works) will be used with the term “command” to designate specific individuals within the Unified Command Group.
- Establishing an overall incident management organization.
- Identifying strategic incident objectives.
- Establishing and maintaining safety programs including safety officers familiar with or experienced in specific tactical operations (ex: fire, rescue, EMS, air ops, etc).
- Conducting and leading planning meetings with Command and General Staffs.
- When a formal Operations Section is employed at an incident, Unified Command will designate a single individual to serve as Operations Section Chief for each operational period. The Operations Section Chief will direct the overall tactical implementation of the Incident Action Plan (IAP).
- Developing a single, written, joint Incident Action Plan.

### ***Command Considerations***

- All Agency Unified Command personnel must be sensitive to and understand that “turf” issues are not trivial and must be managed as part of an integrated incident management system. Agencies have legal roles and responsibilities, which they cannot legitimately relinquish. In the IMS system, no one can be responsible today for something they were not responsible for the day before.
- Agency Unified Command personnel must have strong “people” skills, including the ability to diplomatically facilitate strategic decision-making and to assure coordination among all the players.
- Unified Command personnel must delegate tactical decision-making to the Operations Section.
- Unified Command must focus on overall incident problems; they must not “fixate” on one part of the problem to the exclusion of others.

Responsibilities of Members of Unified Command

1. To assist other members of Unified Command in determining overall strategic objectives, priorities, and needed resources from the perspective of their discipline.
2. To determine objectives, priorities, and needed resources pertaining to their areas of responsibility.
3. To assure that Unified Command responsibilities listed above are carried out.
4. To retain the responsibility to stop actions which that agency's command staff feel are dangerous to their personnel.

Strategic Decision-Making and Command Post Operations

- Strategic decision-making is normally a process of facilitating group decision-making and coordinating among agencies.
- Decisions need to involve all public safety agencies regardless of their apparent involvement in the incident.
- In any major incident, representatives from the jurisdictional Fire, EMS, and Law Enforcement agencies should have representatives assigned to the Command Section at the command post as part of Unified Command. Other agencies may be asked to assign representatives if needed. Agency representatives who are not part of Unified Command report to a Liaison Officer.
- Unified Command should hold regular briefings involving the Command Section and General Staff (Section Chiefs from Operations, Plans, Logistics, and Finance). These briefings should entail reports from key agencies operating at the scene and review of Action Plans developed by the Unified Command and Plans Sections.

**Command Staff**

**Public Information Officer(s)**

- Public Information Officers may respond from agencies having significant involvement in the incident.
- The jurisdictional fire agency PIO will serve as the lead for fire and hazardous materials information.
- The jurisdictional law enforcement agency PIO will serve as lead for law enforcement information.
- The jurisdictional EMS agency will serve as lead for medical/patient condition information.

**Important Note:** Prior to any patient information release involving suspected or actual criminal actions, EMS PIO must first confer with the Law Enforcement PIO on what, if any, patient related information may be released to the media. Also, prior to releasing any public safety injury information, the agency PIO for the injured person must first be consulted on what can be released to the media.

- Unified Command may appoint a PIO Liaison from the participating PIO group to be specifically responsible for facilitating and coordinating media needs.
- The PIOs, with guidance from Unified Command, will develop an incident media policy that includes specifying what information may be released and what must not be released.
- The PIOs will establish a media briefing area. This area should be near the Command Post, but **isolated** from it. All media interviews will be conducted at or near this area unless cleared by the Unified Command Group.
- Media briefings should be conducted jointly with ALL PIOs present.
- All PIOs will act to promote a unified public information strategy by coordinating the release of accurate, timely, and consistent information.
- In the event of a major disaster such as a bombing or aircraft crash, the PIOs will work with the City PIO to establish a Joint Information Center (JIC) in a nearby location to accommodate intensive, long-term local and network media coverage.

**Liaison Officer(s)**

- The Liaison Officer is assigned by Unified Command and is responsible for coordinating Agency Representatives from local, state, federal, and private agencies that have responded to the command post.
- These representatives may have incidental involvement in the incident or may have technical or resource information needed by Unified Command, Plans, or Logistics.

**Safety Officer(s)**

- The Unified Command Group will identify one or more Safety Officers – ground and Air Safety Officer (typically the Air Operations Officer if helicopter operations are part of the incident) who shall serve as Safety Officers at the scene.
- Safety Officers must be selected based on their expertise with the tactical operations being conducted. Depending upon the extent of the operation this may need to shift from one safety officer to another.
- The Safety Officers are authorized to immediately suspend operations that may be dangerous to response personnel, patients, or the public.

- If Unified Command does not appoint a Safety Officer, each agency's commander retains the responsibility for safety of everyone on the emergency scene.
- More than one Safety Officer may be identified depending on the complexity of the operation.

**Air Operations Officer (only for those incidents involving helicopter resources)**

- Unified Command will select an Air Operations Officer to manage incoming and outgoing air resources.
- The Air Operations Officer must be familiar with the tactical operations being conducted.

**Operations Section**

The Operations Section is responsible for developing tactics and plans to meet the incident objectives established by Unified Command. The following are key factors in establishing the Operations Section:

- Deputy Operations Section Chiefs may be designated by Command for each discipline (fire, EMS, law enforcement, etc.). The Operations Section Chief should not serve as a Deputy Operations Section Chief, but rather a second person from his/her discipline should be appointed. This will ensure that the Operations Section Chief is able to address overall operations issues without focusing on any particular area.
- The Deputy Operations Section Chiefs will maintain communication with their counterparts in Command (*e.g.*—EMS Command, Fire Command, Law Enforcement Command, etc.) to ensure a constant flow of information and timely decision-making.
- The Operations Chief and Deputy Operations Section Chiefs are not required to authorize all requests for resources from below, but need to be aware of them and why they are needed.
- All activities associated with providing emergency response services should be part of Operations; they should not be delegated to other sections such as Logistics and Plans. Those sections exclusively provide support for Unified Command and the Operations Section.
- Operations Chiefs and Deputies must maintain close coordination either by remaining physically co-located or by frequent face-to-face meetings.

**Incident Organization and Structure**

Incident organization below the General Staff level may take many forms depending on local procedures and the nature of the incident. Standard ICS /

IMS models allow substantial latitude in organizational terminology. The following will be standard procedures for the Austin-Travis County region:

***Branches: Major Functional or Management Elements***

- Branches are major components within Sections (Operations, Logistics, etc.)
- Branches may be established to maintain acceptable span-of-control when the number of groups or sectors becomes too large for the Section Chief.
- Branches may be established to manage major functions such as medical, law enforcement, evacuation.
- Branches may be geographical if there are too many sectors or there are distinct geographical areas within a single incident.
- Branches are supervised by Directors.

***Divisions: Vertical or Horizontal Geographical Elements in Operations***

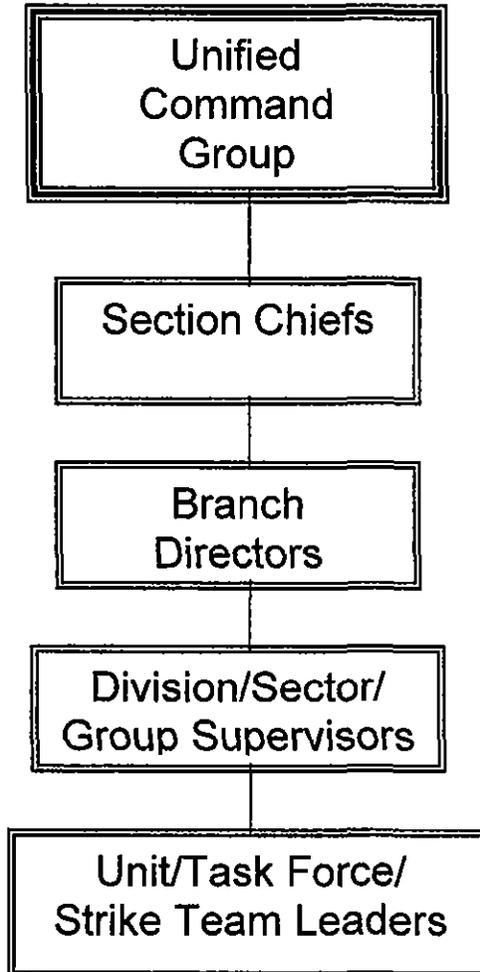
- Divisions are Operations elements that may be assigned to either vertical or horizontal geographical areas.
- When assigned to specific **vertical geographical areas**, they typically designate floors of a building.
- When assigned to specific **horizontal geographical areas**, they generally represent very large areas, sometimes encompassing multiple sectors (see below). They are often divided by physical barriers such as creeks, highways, or railroads.
- Divisions are designated by numbers. In buildings, Division numbers correspond to the building numbering scheme. Division 1 is the ground or main level as viewed from the main entrance of the building. There is no Division 13 if the building does not designate a 13th floor. Levels below Division 1 are termed Subdivision 1, Subdivision 2, etc.
- Divisions are supervised by Supervisors.
- At the discretion of field personnel, **Sectors** may be used to designate divisions when it is necessary to ensure clarity (Sectors represent a non-standard IMS organizational description). When Sectors are used, the following guidelines shall be employed:
  - Sectors are Operations elements assigned to specific **horizontal geographical areas** such as sides of a building or areas of land. Multiple sectors may comprise a Division. If only Sectors are designated, the incident is considered to consist of only one Division.
  - Sectors are designated by letters of the alphabet or the phonetic alphabet (alpha, bravo).

- Building sides are designated clockwise when viewed from above beginning with the front of the building as determined by the street address.
- Wildland fire sectors are designated clockwise beginning with the area of origin.
- Sectors are supervised by Supervisors.

***Groups: Functional Elements***

- Groups are responsible for specific functions.
- Groups are not limited to specific geographical areas.
- Groups are generally designated in the Operations Section
- Groups are supervised by Supervisors.
- Figure 1 below shows the hierarchy of basic IMS management positions.

## ***Hierarchy of IMS Management Positions***



**Figure 2**  
Hierarchy of IMS Management Positions-Multiple Agency

## IMS Plan Implementation

In order for this plan to significantly improve the management of multi-agency incidents in Austin – Travis County, certain key implementation activities must take place.

### **Training**

The single most important factor in assuring collaborative incident management is implementation of a consistent, standardized training program. This program must involve courses taught by instructors from various agencies and disciplines as well as participants representing various agencies and jurisdictions together. This approach improves incident management by promoting:

- Familiarity, confidence, and trust among personnel from different agencies and disciplines,
- Better understanding of the capabilities, resources, and training of other agencies,
- Consistent regional training and education on incident management,
- Collaborative rather than competitive interactions among agencies,
- Safer operations.

### **Basic IMS Training**

Each participating agency is expected to provide basic IMS training to all appropriate personnel. Schedules and logistics may require that this level of training be conducted in cadet classes or in other settings attended by personnel from a single agency. Basic IMS training may be provided through an Austin-Travis County IMS instructor or through other accredited sources such as the Texas Forest Service or the Texas Engineering Extension Service (TEEX). When external instructors are used, basic IMS training course should include an additional module Austin-Travis County IMS standards and practices.

### **Advanced IMS Training**

Intermediate, advanced and specialized IMS training must be conducted, to the extent possible, in multi-agency, multi-disciplinary groups. Training at this level must emphasize collaborative incident management which cannot be done meaningfully without a diverse class makeup.

### **Training Sub-committee**

The IMS Oversight Team will appoint a Training Committee comprised of representatives for each participating agency. The Training Committee will be responsible for the following:

- Developing IMS training curricula, based on the IMS Operations Plan and guidance from the IMS Oversight Team,

- Training trainers,
- Scheduling IMS training sessions,
- Developing a local IMS module to complement Basic training courses offered by external agencies.

### ***Post Incident Review and Conflict Resolution***

#### **General**

The overall goal of the Incident Management System is to integrate the activities of all involved agencies into a single, focused team. The complexities and time pressures associated with emergencies often create difficulties in merging the activities of these agencies and occasionally leads to confusion, friction or conflict. The manner in which these difficulties are resolved is critical to agency and individual relationships and management of incidents in the future.

It is also important to note that post incident reviews, while important in resolving significant operational difficulties at specific incidents, are also valuable in compiling and documenting the facts surrounding an incident for use in improving response procedures and in potential legal action.

This section describes our philosophy for resolving conflict and describes a specific process to be followed in communicating and resolving them, that includes the use of post incident reviews when appropriate.

#### **Philosophy**

Management for the joint emergency response (police, sheriff, EMS, fire) is not a proprietary responsibility of any one agency. It is a multi-discipline operation and requires the active involvement of all on-scene emergency response agencies to effectively and efficiently co-manage the emergency. Because of the dynamics of any on-scene emergency (especially a challenging rescue operation) a well-integrated team approach using the national model for "Incident Management" is essential to a successful outcome for all participants. Police, EMS and fire are key players in joint emergency response and have mandates from policy makers, and the community at large to be capable of conducting their primary mission as a team of professionals regardless of the difficulty in environment or situation. The ability to meet these expectations is in large measure predicated on the ability of public safety agencies to train together regularly and to actively learn from their joint successes and occasional mistakes. The cornerstone for this "training & learning process" is based on the concept of a post-incident review. Post incident review is designed entirely on the premise that a learning approach emphasizing collegiality, respect, open and honest dialog and focused problem solving is preferable and more effective in developing a true interagency teamwork environment than reactive critiques that rely on highlighting failures and shortfalls. Finger-pointing and blaming is not the intent or purpose of the post-incident review.

The post-incident debriefing is an informal review conducted by the Unified Command Group at the conclusion of specified joint response incidents to assess the effectiveness of the operation. The assessment highlights:

- interagency teamwork
- safety
- communications
- commendable actions
- operational problems that may need to be addressed with supplemental training or adjustments in protocol or procedures

In addition, the information gleaned from these debriefs are summarized in a IMS database by those involved in the review and are used by the IMS Oversight Team to identify supplemental IMS training requirements and modifications in joint response protocols to enhance and improve overall interagency on-scene cooperation and effectiveness.

The following are key philosophical points involving how we deal with incident management difficulties and conflict.

1. Incident management difficulties, confusion, friction, and conflict are inevitable in rapidly developing, complex emergencies. It is important that agency managers at all levels anticipate their normal development and be prepared to deal with them constructively.
2. Agency chiefs and executives must commit to resolving conflict and improving multi-agency incident management in constructive, collaborative ways. They must visibly support multi-agency teamwork and discourage the development of attitudes that lead to institutionalized, inter-agency conflict.
3. Agency commanders must bring response problems, difficulties, or disagreement to the attention of the other involved agencies as soon after the incident as possible. It may be some time before such problems are recognized, but problems must not be permitted to fester within organizations until a single event triggers major conflict.
4. Problems and conflict should be resolved at the lowest level possible, preferably by field commanders. More difficult problems may be addressed at the agency executive level or may require area-wide policies developed by the IMS Oversight Team.

5. If a post incident review is needed, it must first be based on factual information compiled during and following the incident. It must focus on educating responders about what actually happened, what aspects of the response went well, and which aspects need improvement. Improvement should focus on constructive, collaborative solutions that may require procedural changes, specialized training, technical solutions, or new area-wide policies.

## **Process**

### Post Incident Debrief

1. Prior to clearing the scene of any significant, multi-agency incident, the field commanders should conduct a short debriefing to see if there are any issues to be followed up on or any problems with managing the incident that need to be addressed. Commanders must be honest – let the other parties know if they have concerns, even if they may not have sufficient support information at that time. Each commander will include the results of this debriefing in their incident reports, logs or CAD.
2. If the Command group so determines, a web-based incident debrief section will be completed by each member of the Command group. Problems and trends will then be analyzed and brought to the IMS Oversight Team for action.

### Post Incident Review

1. Post incident reviews, more formal processes conducted off-site with all response agencies, may be requested by any agency involved in a significant incident. They **must** be conducted following all Class III incidents.
2. Post incident reviews will be conducted in not more than 10 calendar days from the date of the incident.
3. Reviews should be conducted at a neutral facility. CTECC is generally available for these.
4. Reviews may be jointly facilitated by command or executive representatives from the principal agencies or they may be facilitated by a disinterested, outside party.
5. All available factual information about the incident should be compiled by involved agencies and shared with all parties before the review.
6. The Review facilitator will assure that someone is responsible for preparing the written report that includes at least the following:
  - a. Documented historical record of response activities.
  - b. Summary of incident management aspects that went particularly well.

- c. Summary of incident management problems that need to be addressed and specific recommendations.
- d. Summary of incident management issues that need to be addressed by the IMS Oversight Team.
- e. Description of follow-up actions, responsible parties, and timelines.
- f. This report must be prepared within 7 days of the review and forwarded to all involved agencies and the IMS Oversight Team.

#### Conflict Resolution

1. If problems are not identified immediately following the incident, but emerge later, the involved field commanders should contact each other to discuss and hopefully resolve the problems. **Notification of involved agencies that an unresolved problem occurred should be done not more than 7 calendar days following the incident.**
2. If the problem is adequately resolved at this stage and the resolution involved significant lessons learned, additional training, procedural changes, or other substantial action, the commanders shall prepare a Summary of Findings and forward it to the Chair of the IMS Oversight Team via the agency representative. This report need not include specific names or other identifying details and must not include any legally confidential information. Its purpose is to summarize the issues and how they were addressed so that they can be shared, as lessons learned, with other agencies. These may also lead to area wide changes in training curricula, procedures, communications protocols, or policies. All involved commanders must have an opportunity to review this report before it is forwarded to the IMS Oversight Team. **The report shall be forwarded to the IMS Oversight Team not more than 7 calendar days following resolution of the problem.** If the problem cannot adequately be addressed at the field commander level, it will be referred to the appropriate executive levels within the involved agencies. These executives may resolve them by direct meeting or they may conduct a post-incident review. If the problems are resolved at the executive level, a report, as described above, will be prepared and forwarded to the Chair of the IMS Oversight Team.

Austin-Travis County  
Incident Management System  
Final Version 1 – July 1, 2004

Timelines

The following table summarizes the timelines established in the above procedures.

<b>Action</b>	<b>Due Date (not more than the following in calendar days)</b>
Notification to involved agencies that an incident management problem has occurred.	7 Days from incident.
Summary of Findings forwarded to IMS Oversight Team.	7 Days from date of resolution or post incident review.
Post incident review	10 days from incident.

## **EXHIBIT D – FY 2005**

### **Financial Parameters for Contract Term Beginning October 1, 2004**

**D. 1 EMS Fee for Initial Term.** The EMS Fee for the initial term (“FY 2005 EMS Fee”), based on the formula outlined in Section D.3 below, is a total amount of eight million two hundred and sixty-five thousand, seven hundred and eighty-nine dollars (\$8,265,789). During the initial term, County shall pay City a monthly fee of six hundred eighty-eight thousand, eight hundred and fifteen dollars and seventy-five cents (\$688,815.75). Billing and payments shall be made in accordance with the terms set forth in Section 9 of the Agreement. The initial term is October 1, 2004 through September 30, 2005.

**D. 2 Annual Amendments to Exhibit F.** The parties agree that this Exhibit D will be amended annually for each renewal term, to reflect the City’s Approved EMS General Fund Budget, and the corresponding annual and monthly fees, approved by City Council and the Commissioners Court during the budget process for the applicable renewal term.

#### **D. 3 Financial Formula for FY 2005 EMS Fee.**

For EMS services provided during FY 2005, the total annual EMS Fee under Section 9 was calculated based on the application of the following formula to the FY 2005 Approved Budget for the City of Austin’s EMS General Fund. The expenditures outlined in this formula do not include City *STAR Flight* expenditures which are budgeted by the City in the EMS Travis County Reimbursed Fund. Fees for *STAR Flight* services shall be paid under a separate interlocal agreement between the City and County.

FY 2005 City EMS Personnel Budget times the ***Personnel Multiplier for FY 2005***  
FY 2005 City EMS Contractuals Budget times the ***Contractuals Multiplier for FY 2005***  
FY 2005 City EMS Commodities Budget times the ***Commodities Multiplier for FY 2005***

**Personnel Multiplier for FY 2005.** The personnel multiplier for FY 2005 shall be based on the total number of EMS ground stations located within Travis County, outside of the City’s corporate limits as a percentage of the total number of EMS ground stations located within Travis County, both within and outside the City limits. The percentage will be based upon stations with operating funds as of October 1, 2004 all of which are listed in Exhibit A. For purposes of these calculations, the parties agree that the Harris Branch station, located at 11205 Harris Branch Parkway, will be considered as a station located outside the City limits. The parties also agree that *STAR Flight* facilities will not be included in this multiplier calculation.

**Contractuals Multiplier for FY 2005.** The contractuals multiplier for FY 2005 shall be based on the total number of EMS ground stations located within Travis County, outside of the City limits as a percentage of the total number of EMS ground stations located within Travis County, both within and outside the City limits. The percentage will be based upon stations with operating funds as of October 1, 2004 all of which are listed in Exhibit A. For purposes of these calculations, the parties agree that the Harris Branch station, located at 11205 Harris Branch Parkway, will be considered as a station located

## **EXHIBIT D – FY 2005**

### **Financial Parameters for Contract Term Beginning October 1, 2004**

within Travis County, outside the City limits. The parties also agree that *STAR Flight* facilities will not be included in this multiplier calculation. The following line items from the FY 05\_Aproved EMS General Fund Budget will be excluded from the total contractuals cost (i.e.: county will pay 0% up front of the following line items):

- Line Item Number 6160 – Electric service
- Line Item Number 6162 – gas/heat
- Line Item Number 6165 – water service
- Line Item Number 6170 – wastewater service
- Line Item Number 6174 – drainage fee
- Line Item Number 6175 – garbage collection
- Line Item Number 6404 – telephone base

**Commodities Multiplier for FY 2005.** The commodities multiplier for FY 2005 shall be based on the total number of FY 2003 EMS responses located within Travis County, outside of the City limits as a percentage of the total number of FY 2003 EMS responses (combined responses made within and outside the City limits).

**Capital Costs for FY 2005.** Capital costs will be reviewed annually and funded as needed through the annual budget negotiations between the City and County. For FY 2005, the parties agree that the City will not make any capital purchases on behalf of Travis County.

**D.4 Amendments to FY 2005 EMS Fee and City's FY 2005 Approved Budget.** The parties acknowledge that the City's Ground EMS Budget may be adjusted during the course of the fiscal year through a budget amendment approved by City Council and Commissioners Court as outlined in Section 9.6 of this Agreement. Any such amendments to the FY 2005 Approved Budget for the City of Austin's EMS General Fund will result in a corresponding adjustment to the FY 2005 EMS Fee, using the formula stated in D.3 above.

**D. 5 True Up for FY 2005 EMS Fee Payments Made by County.** Since the FY 2005 EMS Fee is based upon budgeted costs for FY 2005, an annual true-up will be performed by the City following the end of each term. An annual true-up of total City of Austin EMS Department costs will be available by December 31 through the Close 2 report prepared annually by the City of Austin Controllers Office. The true-up will follow the true-up formula outlined below. A portion of any savings attributable to the City of Austin EMS Department will be refunded by the City of Austin to Travis County by January 31 using the FY 2005 cost multipliers set forth below in Section D.6. Travis County will receive from the City of Austin that portion of the total City of Austin EMS Department savings that result from applying the FY 2005 multiplier to the total FY 2005 actual savings for the City of Austin EMS Department.

## **EXHIBIT D – FY 2005**

### **Financial Parameters for Contract Term Beginning October 1, 2004**

#### **D. 6 FY 2005 EMS Fee True-Up Formula.**

- Personnel savings for ground services will be reimbursed to County at Personnel Multiplier rate. Personnel savings will include all expense refunds received by EMS that are attributable to personnel costs.
- Commodities savings for ground services will be reimbursed to County at Commodities Multiplier rate. Commodities savings will include all expense refunds received by EMS that are attributable to commodities costs.
- Contractuals savings for ground services will be reimbursed to County at Contractuals Multiplier rate with the exception of the following line items:
  - 5564 – Collection Services: true-up based on actual county costs
  - 6250 – Fleet maintenance: true-up based on actual county costs
  - 6255 – Fuel: true-up based on actual county costs
- The following line items will be excluded from the total contractuals cost (i.e.: County will pay 0% up front of the following line items, which are expenditures for City of Austin EMS stations):
  - 6160 – Electric service
  - 6162 – gas/heat
  - 6165 – water service
  - 6170 – wastewater service
  - 6174 – drainage fee
  - 6175 – garbage collection
  - 6404 – telephone base

#### **D.7 Quarterly Expenditure Reports and Estimates.**

In accordance with Section 9.8 of this Agreement, the City will submit quarterly reports to the County that projects what, if any, annual savings will look like for the entire department. The City will also apply an estimate of the true-up formula to these quarterly projections. The parties acknowledge that these are only estimates and the City will not be able to determine if there are actual savings and the amount of any such savings until after the applicable term.

#### **D. 8 County Ground Patient Revenue.**

All revenue collected by the City for ground patients treated in Suburban County will be paid to Travis County in accordance with the terms set forth in Section 4.8 of this Agreement.

#### **D. 9 Delayed Implementation Date for Invoicing of FY 2005 EMS Fee**

City and County acknowledge that the execution of this document has been delayed beyond its effective date. City and County further acknowledge that City and County have continued to operate under the Holdover provision of the Interlocal Cooperation Agreement between the City of Austin and Travis County for Emergency Medical Services and Helicopter Services, as amended, (“FY 2002 Agreement”) with the understanding that any amounts paid by County and received by the City as of the date this Agreement is fully executed under that Holdover

## **EXHIBIT D – FY 2005**

### **Financial Parameters for Contract Term Beginning October 1, 2004**

provision will be credited against monthly fee amounts payable under this Agreement. The parties agree that the Holdover Period shall last from October 1, 2004 through the date of execution of this Agreement.

The monthly EMS Fee under the FY 2002 Agreement was five hundred fifty-three thousand, one-hundred fifty-seven dollars and thirty-three cents (\$553,157.33). The City invoiced the County for October 2004 EMS Fee on November 5, 2004 at a total amount of five hundred fifty-three thousand, one-hundred fifty-seven dollars and thirty-three cents (\$553,157.33).

#### **D. 10 Delayed Payment of FY 2005 EMS Fee by County.**

Within 5 days after this Agreement is executed by both parties, City shall submit a billing statement to the County EMS Manager for the difference between the monthly EMS Fee payments received by City as of the date of execution of the Agreement under the Holdover provision of the FY 2002 Agreement, and the monthly fee payable for the initial term of this Agreement, multiplied by the number of months in the Holdover period.

County shall pay the Holdover difference amount within thirty (30) days of receipt of the billing statement. For each month during the Holdover period for which County has submitted payment of the FY 2002 Agreement monthly fee, the County shall only be obligated to pay City such Holdover difference for that month.

Beginning with the first full calendar month following the execution of this Agreement, and for each month of the initial term thereafter, the City shall submit a monthly billing statement for each month to the County EMS Manager by the 5th day of each calendar month for the services, supplies and equipment to be rendered or provided for that month in accordance with Section 9.4 of this Agreement.

#### **D. 11 Delayed Payment of County Ground Patient Revenue by City**

City and County acknowledge that the execution of this document has been delayed beyond its effective date. Within 4 business days after the execution of this Agreement by both parties, the City shall initiate the process for transferring ground patient revenue in accordance with the terms of Sections 4.8.4 and 4.8.5 of this Agreement. The initial ground patient revenue payment will include all revenue collected by the City for ground patients treated in Suburban County, with a date of treatment on or after October 1, 2004 and shall reflect all revenue received by City for such patients through November 30, 2004.

Beginning on January 6, 2005 and for each month of the initial term thereafter, the City shall follow the process outlined in section 4.8 of this Agreement for turning ground patient revenue over to the County.

## EXHIBIT E – FY 2005

### EMS Ground Interlocal Performance Measures and Reports for FY 2005

“ESD” means the geographic area served by a Travis County Emergency Services District  
Monthly Performance Data to be provided on a quarterly basis, included in the Quarterly Reports referenced below  
Monthly Financial Reports to be provided by the last business day of the following month  
Quarterly Performance Reports to be provided by the last business day of the month following the end of the quarters ending on the last days of December, March, June and September.

Annual Performance and Financial Reports to be provided on a fiscal year basis by December 1 of each year, except for the annual inventory of County-owned assets in use by City, which shall be submitted by July 1 of each year

<b>FY 2005 Measure Name</b>	<b>Frequency of System-wide (Aggregated) Data</b>	<b>Frequency of Travis County vs. City of Austin Data</b>	<b>Frequency of Data by ESD and Small City</b>	<b>FY 2005 Projections</b>
Number of 911 calls received by ATCEMS	Monthly, Quarterly and Annually	N/A (data only available system-wide)	N/A (data only available system-wide)	System: 82,500
Number of Suburban County 911 calls received by Travis County Sheriff's Office that were referred to ATCEMS	N/A	Annually (County only)	N/A	Data to be obtained by County EMS Manager
Austin-Travis County EMS Grade of Service (Percent of calls answered by ATCEMS Communications staff within 10 seconds of first ring)	Monthly, Quarterly and Annually	N/A (data only available system-wide)	N/A (data only available system-wide)	System: 95%
Average ATCEMS Communications Call Processing Time (from receipt of call until ambulance dispatch)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	N/A	Less than 70 seconds
Travis County Sheriff's Office Grade of Service (Percent of calls answered by TCSO staff within 10 seconds of first ring)	N/A	Quarterly and Annually (County only)	N/A	Data to be obtained by County EMS Manager
Average Time from ATCEMS Call Initiation to Dispatch of “ESD Dispatch” (notification of ESDs’ private dispatching vendor via pager alert)	N/A	Quarterly and Annually (County only)	N/A	Less than 35 seconds
Total ATCEMS Responses (number of ATCEMS responses to 911 calls)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	System: 82,000
Percentage of total ATCEMS ground responses made into Suburban County (all ATCEMS ground units)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	N/A
Percentage of Total Ground Responses by County Ground Units (% of total responses performed by County Ground Units)	Annually	Annually	Annually	N/A
Percentage of Total Ground Responses made by County Ground Units into the City of Austin	N/A	Annually	N/A	N/A
Percentage of Total Ground Responses made by City Ground Units into Suburban County	N/A	Annually	N/A	N/A

**EXHIBIT E – FY 2005**

**EMS Ground Interlocal Performance Measures and Reports for FY 2005**

<b>FY 2005 Measure Name</b>	<b>Frequency of System-wide (Aggregated) Data</b>	<b>Frequency of Travis County vs. City of Austin Data</b>	<b>Frequency of Data by ESD and Small City</b>	<b>FY 2005 Projections</b>
Average ATCEMS Response Time (from time call received by EMS Communications until arrival at scene)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	N/A
Average ATCEMS Trauma Scene Time for Category 1, Non-Entrapped Patients (life threatening) – including <b>STAR Flight</b>	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	System: < 10 minutes
Average ATCEMS Trauma Scene Time for Category 1, Non-Entrapped Patients (life threatening) – not including <b>STAR Flight</b>	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	System: 9 minutes
Average ATCEMS Transport Time by Ground Units (from departure at scene to arrival at medical facility)	Annually	N/A	N/A	N/A
Percentage of ATCEMS cardiac arrest patients (non-trauma) delivered to a facility with a pulse	Quarterly and Annually	Quarterly and Annually	Annually	System: 24%
Percentage of ATCEMS cardiac arrest patients (non-trauma) discharged from the hospital alive	Quarterly and Annually	Quarterly and Annually	Annually	System: 10%
Customer Service Satisfaction (from City of Austin's Voice of the Customer survey)	N/A (survey currently only conducted within city limits)	Annually (survey conducted by City, only within city limits)	N/A	System: 90%
Customer Service Satisfaction (from County-conducted customer service survey-if funded by County)	N/A	Annually-if funded by County	To be determined by County	To be determined by County
Percentage of Monthly Payments of ATCEMS Ground Services Fees by County to City Within 30 Business Days of Receipt of Complete Invoice	Monthly, Quarterly and Annually	N/A	N/A	100%
Average Number of Calendar Days of Issuance of County Ground Patient Bill from Date of Service	Monthly, Quarterly and Annually	N/A	N/A	14 days
Percentage of Monthly Payments of County Ground Patient Revenue Made by City to County by 30 <sup>th</sup> Calendar Day of Following Month	Monthly, Quarterly and Annually	N/A	N/A	100%

**EXHIBIT E – FY 2005**

**EMS Ground Interlocal Performance Measures and Reports for FY 2005**

<b>FY 2005 Financial Reports</b>	<b>Report Description</b>	<b>Report Frequency</b>
Billing Assessments Report	Billing Assessments Report by Patient ID # for patients treated in Travis County (outside COA)	Monthly
Accounts Receivable/Aging Report	Accounts Receivable/Aging Report by Patient ID # for patients treated in Travis County (outside COA)	Monthly
Collection/Payer Type Report	Collection Report by Patient ID # and by Payer Type - for patients treated in Travis County (outside COA)	Monthly
Expenditure Report	Expenditures by line item for all ATCEMS expenditures budgeted by City of Austin, with projections of year-end total expenditures	Quarterly
Inventory of County Property	Inventory Report of items purchased by ATCEMS on behalf of County and vehicles purchased by County in use by ATCEMS – due to County by July 1	Annually (by July 1)
Vehicle Maintenance Costs per Mile (for County-owned vehicles maintained by City)	Vehicle Maintenance Report - will be provided as backup to annual true-up of costs paid by County for ground services	Annually
Maintenance detail per County-owned vehicle maintained by City	Report of all City maintenance performed on each County-owned vehicle	Annually

**EXHIBIT F**  
**Travis County Vehicle and Equipment Safety Policy**

**CHAPTER 30 VEHICLE AND EQUIPMENT SAFETY POLICY**

**§30.001 Purpose**

The intent of this policy is to increase the likelihood of preventing vehicle accidents that cause damage to property, or injury to people.

**§30.002 Coordination With Commercial Drivers License (CDL) Policy**

Employees who are required to maintain commercial driver's licenses ("CDLs") to perform their jobs are subject to both this policy and Chapter 15, Commercial Driver's License (CDL) Drug and Alcohol Policy.

§ 30.003 - § 30.010 reserved for expansion

***Subchapter A. County Vehicles***

**§30.001 Scope**

- (a) "County Vehicle" means any motor vehicle or equipment that is owned, leased or rented by County.
- (b) "Covered Driver" means
  - (1) All current employees and prospective employees who
    - (A) Drive County Vehicles, and
    - (B) Are or will be employees of
      - (i) Commissioners Court or
      - (ii) Elected and appointed officials who adopt this policy, and
  - (2) All non-employees who drive County Vehicles including County Extension Office employees.
- (c) **All Covered Drivers must drive safely, observe all federal and state vehicle laws, and observe this policy.**

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

#### **§30.012 Effective Date**

The effective date of this policy is January 1, 2000. For Covered Drivers who are employees of elected and appointed officials who adopt this policy, the effective date of this policy is the date on which the elected or appointed official adopts this policy.

#### **§30.013 Acquisition of Driving Records**

- (a) “MVR” means Motor Vehicle Reports that list convictions for traffic offenses that have occurred within 24 months before the evaluation.
- (b) The driving record for prospective employees is the MVRs from all states where they have held a driver’s license during the two years before applying for employment. Prospective employees who must operate a County Vehicle in the course and scope of their jobs are required to provide a certified copy of a current MVR from each state where they have held driver’s licenses during the two years before applying for employment. These MVRs are evaluated based on the points in Risk Assessment Table assigned to On Duty Convictions.
- (c) “County Incident” means a collision
  - (1) Which involves a County Vehicle,
  - (2) For which the Covered Driver does not receive a citation from a law enforcement agency,
  - (3) In which the Covered Driver is negligent or at fault, and
  - (4) Where there is injury, property damage or both.
- (d) “Injury” means that someone is transported from the site of the collision for emergency treatment on the day of the collision.
- (e) The driving record for employees and non-employees who drive County Vehicles in their employment is the MVRs from all states where they have held a driver’s license during the two years before the evaluation and the record of their County Incidents. For employees on County payroll on the effective date of this policy, convictions on the MVR and County Incidents that occurred before the effective date are not included in the

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

evaluation of their driving record. Risk Management obtains MVRs from each state where an employee and non-employee has held a driver's license during the two years before the evaluation. A copy of each MVR is kept in the employee's driving file. Risk Management maintains a record of County Incidents for each employee and non-employee who operates a County Vehicle. Only the appropriate supervisory personnel and the employee review driving records.

#### **§30.014 Criteria for Evaluation of Driving Records**

- (a) Before hire, the department assigns points to each prospective employee based on the convictions shown on the MVR and point values shown in the Risk Assessment Table.
- (b) At the annual performance evaluation or more often as required by this policy, the Department assigns points to each employee and non-employee based on the following:
  - (1) For convictions shown on the MVRs, the point values shown in the Risk Assessment Table and
  - (2) For County Incidents, the point values shown in the County Incident Table.

#### **§30.015 Risk Assessment Table**

##### ***Convictions for Offenses***

	<b><i>On Duty Conviction</i></b>	<b><i>Off Duty Conviction</i></b>
Criminally Negligent Homicide	10 points	5 points
Vehicular Manslaughter	10 points	5 points
Duty Driving While Intoxicated (DWI)	10 points	5 points
Driving Under the Influence (DUI)	10 points	5 points
Driving without a valid license	10 points	5 points
Leaving the scene of an accident	8 points	4 points
Negligent Homicide	8 points	4 points
Reckless Driving	5 points	2.5 points
Negligent Collision	5 points	2.5 points
Speeding in a school zone	4 points	2 points
Failure to yield to a school bus	4 points	2 points
Pedestrian Violations	4 points	2 points

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**Travis County Vehicle and Equipment Safety Policy**

Maintaining an unsafe speed	2 points	2 points
Failure to yield	2 points	1 point
Running a stop sign	2 points	1 point
Improper turning	2 points	1 point
Improper backing	2 points	1 point
Failure to control vehicle	2 points	1 point
Driving in an improper lane	2 points	1 point
Seat Belt Violation	2 points	1 point
Illegal passing	2 points	1 point
Speeding	2 points	1 point

**§30.016 County Incidents Table**

With Injury, with or without property damage	5 points
With Property Damage Only:	
Value: Damage Greater than \$5,000	4 points
Damage from \$2,000.01 to \$4,000.00	3 points
Damage from \$500 to \$2,000	2 points

**§30.017 Application of Evaluation**

- (a) If the evaluation of the MVR of a prospective employee results in a total of 8 or more points, the Department shall not hire that person for a position that requires the operation of a County Vehicle within the course and scope of the job.
- (b) If an employee or non-employee accumulates 8 or more points within any 24 month period, that employee or non-employee may not drive any County Vehicle.

**§30.018 Rating of Driving Record of Employee and Non-Employee Drivers**

When the evaluation of the driving record of an employee results in the number of points assigned to a category, the supervisor shall take the action indicated for that category and perform subsequent driving record evaluations in the frequency indicated for that category for that employee or non-employee.

<i>Category</i>	<i>Points</i>	<i>Action</i>	<i>MVR Checks</i>
Outstanding	0 points	Covered Driver should receive recognition	Annually
Below Standard	2-4 points	Covered Driver should receive verbal	Annually

## EXHIBIT F

### Travis County Vehicle and Equipment Safety Policy

Counseling on accident prevention by  
the supervisor

Probation	5-7 points	<p>Covered Driver</p> <p>(1) Should receive a written warning from the Department or Division Director about Accident prevention <i>and</i></p> <p>(2) Must complete driver improvement training in a state certified driver's education program acceptable to the County, <i>and</i></p> <p>(3) Provide a certificate of completion of the Training to the supervisor within 60 days after notice of the requirement.</p> <p><i>Failure to complete a required course or provide documentation may result in termination of employment.</i></p>	Quarterly
Unsatisfactory	8 or more points	<p>Covered Driver</p> <p>(1)Should receive a pre-deprivation Hearing <i>and</i></p> <p>(2)Must complete driver improvement training in a state certified driver's driver's education program acceptable to the County <i>and</i></p> <p>(3)Provide a certificate of completion of the training to the supervisor within 60 days after notice of the requirement <i>and</i></p> <p>(4)Shall not be allowed to operate a County Vehicle <i>and</i></p> <p>(5)Must attend and complete counseling offered through the County's Employment Assistance Program, or another certified Drug and alcohol counseling program <i>if</i> DWI Or DUI is involved.</p> <p>If the employee is unable to perform the essential job duties without driving a County Vehicle, the employee may be terminated, or demoted to a position that does not require driving. If the Covered Driver has a DWI or DUI conviction, and</p>	<p>Before reinstatement to a position requiring driving and Quarterly after reinstatement</p>

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

the employee is not terminated, that employee may consent in writing to be randomly tested for drugs and alcohol for two years as a condition for being allowed to continue driving a County Vehicle. Drug and alcohol testing is done on a schedule Determined by the Department and at a laboratory Selected by the Department.

*Failure to complete a required course, complete counseling or provide documentation may result in termination of employment.*

#### **§30.019 Appeal of Unfavorable Rating of Driving Record**

- (a) A Covered Driver may inspect any of his or her personnel records, including the rating of the Covered Driver's driving record.
- (b) A Covered Driver has 30 days from the date of the evaluation of the driving record to correct any errors in the MVR. Covered Drivers may request a reconsideration of County Incidents within 5 days of receiving notice of the rating of the County Incident from the Department. If a Covered Driver appeals a County Incident, a second County Safety Officer reviews the findings about the County Incident when requested by the Department.

#### **§30.020 Supervisor's Responsibilities**

The Supervisor plays an important role in the reduction of vehicle accidents and the promotion of this policy. Specifically, the Supervisor's responsibilities include:

- (1) Conducting new driver orientation,
- (2) Conducting on-going training,
- (3) Recommending any action deemed appropriate as a result of any section of this policy to the Department Director and the Executive Manager,
- (4) Implementing a vehicle accident prevention plan with the Department's Safety Officer,
- (5) Making sure that all safe driving rules are followed,

**EXHIBIT F**  
**Travis County Vehicle and Equipment Safety Policy**

- (6) Making sure that all Covered Drivers are aware of what steps to take if there is a collision,
- (7) Making sure that County Vehicles have appropriate safety equipment,
- (8) Making sure that County Vehicles are in good working order,
- (9) Reviewing and implementing all recommendations, and
- (10) Taking appropriate disciplinary action.

**§30.021 County Safety Officer's Responsibilities**

The County Safety Officer is an employee of the Human Resources Management Department. The County Safety Officer's responsibilities include:

- (1) Reviewing MVRs and overall safety records to evaluate driving performance;
- (2) Reviewing all collisions involving County Vehicles;
- (3) Investigating collisions involving County Vehicles that have not been cited by a law enforcement agency to determine fault;
- (4) Determining the type of County Incident based on the facts; and
- (5) Reporting finding to the appropriate person designated by the Covered Driver's Department for all reviews, determinations, and investigations.

**§30.022 Employee's Responsibilities**

- (a) Individual accountability and responsibility is a key element to the success of the Vehicle and Equipment Safety Policy. An employee's responsibilities when operating a County vehicle include:
  - (1) Accepting and acknowledging receipt of the Vehicle and Equipment Safety Policy;
  - (2) Maintaining an acceptable driving record based on County standards;
  - (3) Complying with all federal and state traffic laws, safety rules and procedures;

**EXHIBIT F**  
**Travis County Vehicle and Equipment Safety Policy**

- (4) Immediately reporting all convictions for offenses related to moving violations to the supervisor;
  - (5) Attending all scheduled safety meetings and safety training classes;
  - (6) Completing the Department's approved driver improvements training at least once every two years;
  - (7) Immediately reporting all unsafe conditions to the supervisor;
  - (8) Performing and documenting vehicle preventive maintenance checks;
  - (9) Evaluating vehicle safety conditions and equipment and reporting faults or failures **before** use;
  - (10) Immediately reporting all collisions involving County Vehicles in compliance with §30.024 to the supervisor;
  - (11) Reviewing his or her MVR for any inaccuracies and correcting errors with the appropriate state department of public safety; and
  - (12) *If driver improvement training is required as due to an evaluation of the driving record, scheduling and attending driver improvement training at his or her own expenses on his or her own time.*
- (b) An employee's responsibilities when operating a personal vehicle include:
- (1) Maintaining an acceptable driving record based on County standards, and
  - (2) Complying with all traffic laws, safety rules and procedures.

**§30.023 Risk Management's Responsibilities**

Risk Management's responsibilities include:

- (1) Coordinating claim investigation with the Department and Third Party Administrator;
- (2) *Comparing and analyzing claims with statistics from comparable governments, with County claims from prior years and with any other generally accepted*

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

benchmarks used to evaluate claim frequency and severity;

- (3) Obtaining MVRs and records of County Incidents and forwarding them to the Department on a timetable agreed upon with the Department;
- (4) Providing safety training, as needed;
- (5) Providing a cumulative loss run to the Department on a monthly basis that provides the following information on all County Vehicle losses:
  - (A) Date,
  - (B) Name of employee(s) involved,
  - (C) Description,
  - (D) Status: open or closed,
  - (E) Claim cost, including expenses.
- (6) Providing an annual report on the impact of the implementation of this policy on vehicle and equipment safety in with County Vehicles.

#### **§30.024 Reporting County Collisions**

- (a) All collisions involving County Vehicles must be reported to the Covered Driver's *supervisor or dispatch* immediately unless the Covered Driver is injured and unable to do so.
- (b) If a Covered Driver is involved in a collision, the following procedures apply:
  - (1) Contact Department dispatch or call 911 to report the accident. Request EMS if anyone has been injured.
  - (2) Wait for the emergency responders.
  - (3) Do not attempt to assist any injured parties except under the direction of a law enforcement officer or a medical responder unless conditions exist that will cause further injury or death if immediate actions are not taken (i.e. drowning, proximity to fire).
  - (4) Get the names, address, and phone numbers of all witnesses to the accident.
  - (5) Note the location, time of day, weather, and road conditions.

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

- (6) Provide only your name, Department, and the Human Resources Management phone numbers to other involved in the accident.
- (7) Answer any questions asked by the responding law enforcement officer.
- (8) **Do not admit any guilt or liability/**
- (9) Contact the Covered Driver's supervisor to report this collision as soon as possible.
- (10) Request that the supervisor notify the Human Resources Management Department immediately at 854-9163.

#### **§30.025 Collision Investigation and Data Analysis**

- (a) The County Safety Officer investigates all collisions involving County Vehicles and he reports findings to the Elected or Appointment Department Head or his or her designated person. **In investigations, the County Safety Officer shall determine facts and whether the Covered Driver was at fault.**
- (b) When the facts are known, the supervisor, the Safety Officers and the Risk Manager determine the beset strategy to prevent a reoccurrence of this type of collision. The Department Head reviews the findings and recommendations and is responsible for implementing corrective action.

#### **§30.026 Claims Payment**

- (a) The Department Head must document corrective actions for prevention that are taken or planned for processing of any internal claim payment request. Failure to provide concise collision prevention recommendations and tangible evidence of prompt implementation of corrective action delays handling internal claims and may result in rejection of the claim by the Commissioners Court.
- (b) The Risk Manager reviews all vehicle collision claims and recommendations for corrective action. The Risk Manager forwards Notice of Acceptance of the prevention plan and corrective actions to the submitting Department. The Risk Manager does not process **internal** claim payment until the Department implements collision prevention recommendations or outlines a plan of action that is certified by the supervisor.

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

#### **§30.027 Safety Awards**

- (a) The Human Resources Management Department recognizes safe drivers and safe operators to provide a vigorous vehicle accident prevention program through recognition of Covered Drivers whose performance is free of convictions and County Incidents. There are three awards: the Gold Seal Award of Honor, the Award of Honor and the Award of Merit.
- (b) The criteria for these awards are as follows:
  - (1) **Gold Seal Award of Honor** is awarded for 10 years of vehicle operation that is free of convictions and County Incidents.
  - (2) **Award of Honor** is awarded for five years of vehicle operation that is free of convictions and County Incidents.
  - (3) **Award of Merit** is awarded for three years of vehicle operation that is free of convictions and County Incidents.

#### **§30.029 Program Evaluation**

The effectiveness of this policy is assessed annually by determining the following and comparing the results with the similar statistics for the County in prior years and similar statistics for other governments:

- (1) Analysis of motor vehicle accident data using standard report forms;
- (2) Total number of on-the-job and off-the-job employee vehicle collisions;
- (3) Total number of injury or fatality incidents; and
- (4) Property damage costs.

#### **§30.030 Construction, Precedents, and Interpretation**

- (a) This chapter shall be construed liberally to accomplish their purpose.
- (b) The commissioners court shall resolve any question regarding any interpretation of this policy.

## **EXHIBIT F**

### **Travis County Vehicle and Equipment Safety Policy**

- (c) The masculine, feminine, and neuter genders shall be construed to include the other genders as required. The singular and plural shall be construed to include the other number as required.
  
- (d) If any provision of this chapter or the application of it to any person or circumstances is held invalid, the validity of the remainder of this chapter and the application of it to other persons and circumstances shall not be affected.

**EXHIBIT G – FY 2005**  
**Travis County First Responder Training**  
**and Other Services for FY 2005**

For FY 2005, County shall provide funding, in an amount not to exceed sixty-eight thousand dollars (\$68,000), for Travis County First Responder training and medical supplies. Travis County First Responders may elect to use this funding for training provided by the City of Austin, as outlined in this Exhibit, or for training provided by another vendor that is approved in advance by the Medical Director and the County EMS Manager. If the Travis County First Responders elect to use the funds for supplies, the supplies shall be provided by Austin-Travis County EMS under the terms of this Exhibit.

**City of Austin Training Fees for FY 2005**

If Travis County First Responders elect to use funds from the County to obtain training through Austin-Travis County EMS and/or the Austin Fire Department, the following course fees shall apply. Subject to available resources, other courses not included on this list may be developed by the Austin-Travis County EMS Department (A/TCEMS) and Austin Fire Department (AFD) to meet the needs of the Travis County First Responders. If such courses are offered by A/TCEMS or AFD, an accompanying fee schedule will be developed for reimbursement of City incurred costs. This schedule must be approved by the EMS Director and Executive Manager to be eligible for reimbursement by Travis County.

<b>City of Austin Course Name/Training Item</b>		<b>FY 2005 City of Austin Fee</b>
<b>CPR/AED Basic Training<sup>1</sup></b>		
	Adult CPR & Heimlich (Heartsaver) Single Rescuer	\$11 per student plus instructor costs
	Adult, Child and Infant CPR & Heimlich (Heartsaver) Single Rescuer	\$13 per student plus instructor costs
	Adult, Child and Infant CPR & Heimlich (Heartsaver) Double Rescuer	\$16 per student plus instructor costs
	Infant and Child (Pediatric CPR)	\$11 per student plus instructor costs
	Heartsaver Automated External Defibrillator (AED)	\$13 per student plus instructor costs
	All Heartsaver and CPR Recertifications	\$5 per student plus instructor costs
<b>CPR/AED Instructor Training<sup>1</sup></b>		
	Instructor Certification (includes materials)	\$74 per student plus instructor costs
	Instructor Recertification	\$5 per student plus instructor costs
	TV/VCR Rental	\$20 per day
	Instructional Video Tape Rental	\$20 per day
	Manikin rental, adult model	\$9
	Manikin rental, child or infant model	\$7
	Automated External Defibrillator (AED) rental	\$25 per day
	Heart Association Training Booklet/Cards	\$1 per booklet/card
	Heartsaver AED Training Book	\$10 per book
	Heartsaver Adult/Pedi Training Book	\$7.50 per book
	Healthcare Provider Training Book	\$10 per book

**EXHIBIT G – FY 2005**  
**Travis County First Responder Training**  
**and Other Services for FY 2005**

	First Aid Training Book	\$9 per book
	Pedi/CPR/First Aid Training Book	\$15 per book
<b>First-Aid Training</b>		
	Heart Saver First Aid	\$11 per student plus instructor costs
<b>Internships with Austin-Travis County Paramedics</b>		
	Paramedic-Intermediate	\$1.65 per hour
<b>Continuing Education/Basic Training</b>		
	Continuing Education (CE) Certificate	\$5 per certification
	Academy CE Fee	\$5/hour per person
	National Standards – Initial Course	\$130 per person
	National Standards – Recertification	\$75 per person
	Skills Testing for BLS and ALS	\$25 per hour
	ACLS Certificate	\$2.50 per certificate
	BTLS Certificate	\$17 per certificate
	BTLS Recertification	\$12 per certificate
	ACLS/PALS Training Book	\$30 per person
	BTLS Training Book	\$40 per person
	BTLS/ACLS Instructor Course	\$100 per person
	Emergency Care Attendant (ECA) Course	\$335 per person
	Emergency Medical Technician (EMT) Course	\$575 per person
	Emergency Medical Technician Intermediate (EMT-I) – Course	\$925 per person
<b>Advanced EMS Training</b>		
	Ropes Operations	\$8315 per person
	Ropes Technician	\$8225 per person
	12 Lead EKG Class (8 hr)	\$60 per person
	Vehicle Extrication Course	\$75 per person
	Hazardous Materials for EMS Course	\$120 per person
	ICS/MCI Course	\$60 per person
	Swiftwater Operations	\$315 per person
	Swiftwater Technician	\$225 per person
<b>Courses That May Be Developed by Austin-Travis County EMS or the Austin Fire Department<sup>2</sup></b>		
	Instructor Fee (if no per person fee is charged)	\$25 per hour

<sup>1</sup> Course material costs are set by the American Heart Association and are subject to change. Instructor costs will only be charged if the instructors are not A/TCEMS system providers. Instructor costs to be calculated by the following formula:  $\# \text{ of instructors} \times \# \text{ of course hours} \times \$15 \# \text{ of students}$

<sup>2</sup> Subject to funding limitations in this Exhibit, other courses may be developed by the Austin-Travis County EMS Department (A/TCEMS) and Austin Fire Department (AFD) to meet the needs of the Travis County First Responders. If such courses are offered by A/TCEMS or AFD, an accompanying fee schedule will be developed for reimbursement of City incurred costs. This schedule must be approved by the EMS Director and County EMS Manager to be eligible for reimbursement by Travis County.

**EXHIBIT G – FY 2005**  
**Travis County First Responder Training**  
**and Other Services for FY 2005**

**FY 2005 Medical Supplies for Travis County First Responders**

For FY 2005, City shall continue to provide medical supplies to Travis County First Responders to the extent that medical supplies are requested by Travis County First Responders, funding is approved by Commissioners Court, and funding is available from the County for reimbursement of the City's actual supply costs. Supplies shall be provided from the Travis County First Responder Medical Supply List approved by the Medical Director and in accordance with Austin-Travis County EMS Clinical Operating Guidelines. This list may be updated periodically by the Medical Director as needed.

**Payments by County for Travis County First Responder Training Charges.**

The City shall invoice County quarterly for Travis County First Responder training services provided through this Exhibit. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for services provided to Travis County First Responders not to exceed the amount set annually by the County in its adopted budget. County shall pay the amounts invoiced within thirty business days after receipt of each invoice. The training invoices shall include the course title, date, location, the names and agencies of all Travis County First Responders in each course, and the total cost of all training services for the quarter incurred by the City providing training to Travis County First Responders.

**Payments by County for Travis County First Responder Supply Charges.**

The City shall invoice County quarterly for Travis County First Responder medical supplies provided through this Exhibit. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for supplies provided to Travis County First Responders not to exceed the amount set annually by the County in its adopted budget. County shall pay the amounts invoiced within thirty business days after receipt of each invoice. The supply invoice shall be sufficient if it includes the periods during which the supplies are provided, the description and quantity of medical supplies that are provided to Travis County First Responders, the per unit cost of each item supplied, the total cost per item, and the total cost of all medical supplies provided. City may provide County with documentation for unit costs of medical supplies either through actual invoices or with a copy of the current City contract that states the unit price of the item supplied as sufficient documentation for payment of supply invoices.

**Insufficient Documentation for First Responder Fees.**

No later than fifteen (15) days after receipt of an invoice described in this Exhibit, the County EMS Manager shall notify the EMS Director in writing when the invoice appears insufficient or incorrect. If County notifies City that any invoice described in this Exhibit is incorrect or lacks sufficient information, City shall provide a corrected invoice, if the

**EXHIBIT G – FY 2005**  
**Travis County First Responder Training**  
**and Other Services for FY 2005**

original is in fact incorrect, or any additional information in its possession concerning expenses within fifteen (15) days and the County shall submit payment within ten (10) days of the receipt of such additional invoice or information.

**Suspension of Services**

In the event that the County does not pay City in a timely manner for either supplies or training services that the City has provided to Travis County First Responders under this Agreement, City may suspend providing either or both services until it has been reimbursed in full by County. Training will not be suspended for classes that are in progress.

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## EXHIBIT H – FY 2005

### Travis County First Responder Agencies as of October 1, 2004

The following Travis County First Responder agencies have Austin-Travis County EMS System First Responder agreements in place and are eligible to receive services as specified under Sections 4.7 and Exhibit G of this Agreement. Additional agencies may be added or removed from this list upon approval of the Medical Director, EMS Director and County EMS Manager.

<b>Suburban First Responder Agency</b>	<b>Emergency Services District Number</b>
Travis County Search and Rescue	N/A
Travis County Transportation and Natural Resources Department – Parks Division	N/A
Lago Vista Fire Department	1
Pflugerville Fire Department	2
Oak Hill Fire Department	3
Travis County Fire Control (TCFC)	4
Manchaca Fire Department	5
Hudson Bend Fire Department	6
North Lake Travis Fire and Rescue	7
Pedernales Emergency Services	8
Westlake Fire Department	9
CE-Bar Fire Department	10
Travis County Fire Rescue (TCFR)	11
Manor Fire Department	12
Volente Fire Department	14

**EXHIBIT I**  
**Travis County First Responder Agreement**

**CITY OF AUSTIN, THROUGH ITS  
AUSTIN – TRAVIS COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT  
AND  
TRAVIS COUNTY, THROUGH ITS FIRST RESPONDER PROGRAM IN THE  
TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT  
DIVISION OF PARKS AND NATURAL RESOURCES**

**TRAVIS COUNTY FIRST RESPONDER  
ORGANIZATION AGREEMENT  
Effective February 1, 2004 through January 31, 2006**

City of Austin, through its Austin-Travis County Emergency Medical Services Department, an EMS provider licensed by the State of Texas (Provider); the Medical Director of the Austin-Travis County EMS system (Medical Director); and Travis County, through its First Responder Program in the Transportation and Natural Resources Department - Division of Parks and Natural Resources, a First Responder Organization (FRO), holding registration by the State of Texas agree to the following:

- A. Only FRO personnel currently certified or licensed by the State of Texas, (or approved by the Medical Director) shall perform patient care when on the scene. All FRO personnel shall be identified by at least the following: agency affiliation, name of individual, and level of certification.
- B. The Provider, the FRO, and the Medical Director shall work together to develop the unified patient care related protocols and procedures (“Standards of Care”) and the minimal equipment list (included in Standards of Care). FRO patient care shall be performed following the protocols and procedures approved by the Medical Director. FRO shall provide all medical equipment and supplies used in patient treatment unless provided for in other agreements.
- C. FRO shall respond twenty-four hours per day, seven days a week, according to unified system standards and protocols for EMS responses.
- D. The FRO and Provider shall maintain a patient care reporting system that complies with a minimum data set designated by the Medical Director. A copy of the completed patient care reports shall be available to the Provider within five days of date of the incident (or immediately upon reasonable request). The FRO and Provider shall maintain copies of all patient reports for a time period compliant with all applicable federal and state requirements.
- E. The specific level of state certification or licensure of individuals involved in patient care shall be determined by the FRO, but shall be at a minimum an Emergency Care Attendant. The level of care provided by each individual shall be determined by the system credentialing requirements approved by the Medical Director. The Medical Director has the responsibility and authority to determine the credential levels of all individuals providing care within the Austin-Travis County EMS system.

**EXHIBIT I**  
**Travis County First Responder Agreement**

F. The Provider, the FRO, and the Medical Director shall work together to develop, implement, and maintain the system-wide Quality Improvement (QI) program. All parties agree to participate in a system-wide QI process including the execution of all necessary Memoranda of Understanding for the exchange of Health Insurance Portability and Accountability Act (HIPAA) protected information. Failure to participate in the QI process may result in suspension of credentials to practice.

G. The Provider, the FRO and the Medical Director shall work together to develop, revise and implement unified, response-related protocols and procedures, in compliance with the currently approved dispatch system.

H. The Provider, FRO, and Medical Director shall work together to develop, implement, and maintain unified on-scene, chain-of-command policies that affect patient care, in accordance with a national standard. Authority for medical aspects of decision-making is defined in the Standards of Care.

I. The FRO shall be authorized to cancel or alter en route EMS response units, following the Standards of Care.

J. Anytime FRO personnel are required to accompany the Provider in transporting the patient to the hospital they shall do so, if available.

K. All system participants shall comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements.

L. The parties shall not be responsible for care rendered, training, accidents, injuries, exposures or any liability exclusively involving another party's personnel, equipment, supplies, or vehicles.

Any party, with a 30-day prior written notice to the other parties, may cancel this agreement.

This agreement shall expire on the expiration date of the Provider's State of Texas EMS Provider License, which is January 31, 2006.

Travis County, through its First Responder Program in the Transportation and Natural Resources Department - Division of Parks and Natural Resources

\_\_\_\_\_  
Samuel T. Biscoe, County Judge  
First Responder Organization

\_\_\_\_\_  
Date

City of Austin, through its Austin-Travis County Emergency Medical Services Department

\_\_\_\_\_  
Service Director for Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Medical Director

\_\_\_\_\_  
Date